

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, OCTOBER 2, 2018 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

*1243 National City Blvd.
National City, CA 91950
619-336-4240*

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

1. [Airport Development Plan. \(Mark West, San Diego County Regional Airport Authority Board Member and City of Imperial Beach Mayor Pro Tem\)](#)

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. [Temporary Use Permit - Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 17, 2018 from 10:00 a.m. to 2:15 p.m. with no waiver of fees. \(Neighborhood Services\)](#)
4. [Warrant Register #9 for the period of 08/22/18 through 08/28/18 in the amount of \\$1,833,908.57. \(Finance\)](#)
5. [Warrant Register #10 for the period of 08/29/18 through 09/04/18 in the amount of \\$2,464,528.00. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

6. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City adopting the 2018 User Fee Schedule for user fees within the City. \(Building and Fire\)](#)

7. [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction. \(Engineering/Public Works\)](#)

NON CONSENT RESOLUTIONS

8. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance & Operating Agreement by and between the City of National City and San Diego Electric Railway Association, Inc. \(SDERA\), consisting of a term of 5 years with an option to extend the term for up to three additional 5 year periods for the city-owned land and building located at 922 West 23rd Street in National City. \(Housing & Economic Development\)](#)
9. [Resolution of the City Council Authorizing the Mayor to Execute a Mills Act Historic Preservation Contract for 1430 E. 24th Street. \(Applicant: Stepheni Norton\) \(Case File 2018-10 M\) \(Planning\)](#)

NEW BUSINESS

10. [Notice of Decision Planning Commission approval of a Conditional Use Permit for on-site alcohol sales \(Type 47\) and live entertainment at a new restaurant \(Westside Story\) located at 1524 McKinley Avenue. \(Applicant: Nicholas E. Inzunza\) \(Case File 2018-01 CUP\) \(Planning\)](#)
11. [Community and Police Relations Commission \(CPRC\) 2016 and 2017 Annual Reports. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

12. [A staff presentation and request for further direction on options for finalizing Maintenance and Operating Agreements with the National City Living History Farm Preserve for the Stein Family Farm and National City Historical Society for the Kimball House Museum. \(Housing and Economic Development\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 16, 2018 - 6:00 p.m. - Council Chamber - National City, California.

The following page(s) contain the backup material for Agenda Item: [Airport Development Plan. \(Mark West, San Diego County Regional Airport Authority Board Member and City of Imperial Beach Mayor Pro Tem\)](#)

Please scroll down to view the backup material.

Item # ____

10/02/18

AIRPORT DEVELOPMENT PLAN

Mark West

**San Diego County Regional Airport Authority Board Member
and City of Imperial Beach Mayor Pro Tem**



Airport Development Plan

Optimizing SAN to meet future demand

SEPTEMBER 2018

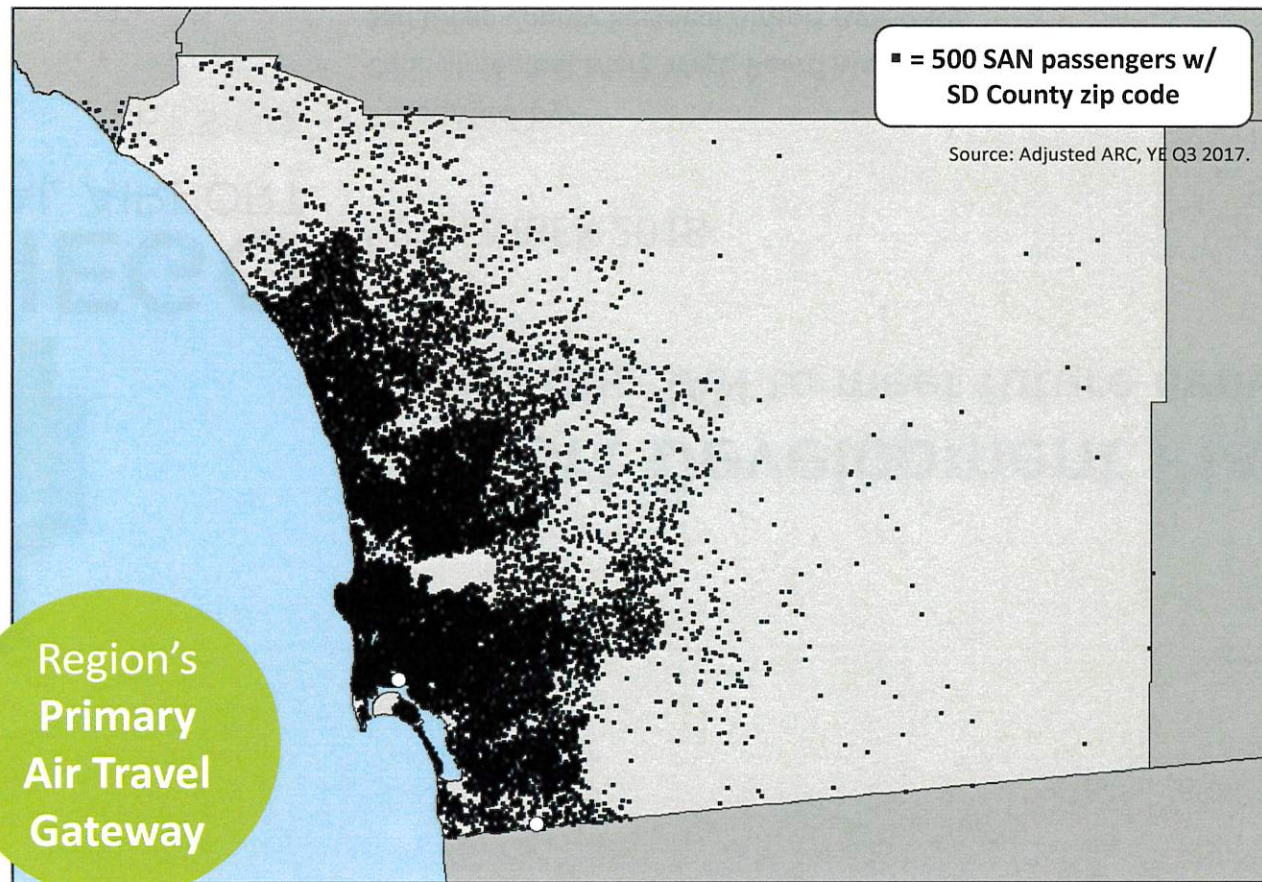
Presented by:

Councilmember Mark West, Board Member
San Diego County Regional Airport Authority

A Regional Asset



SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY



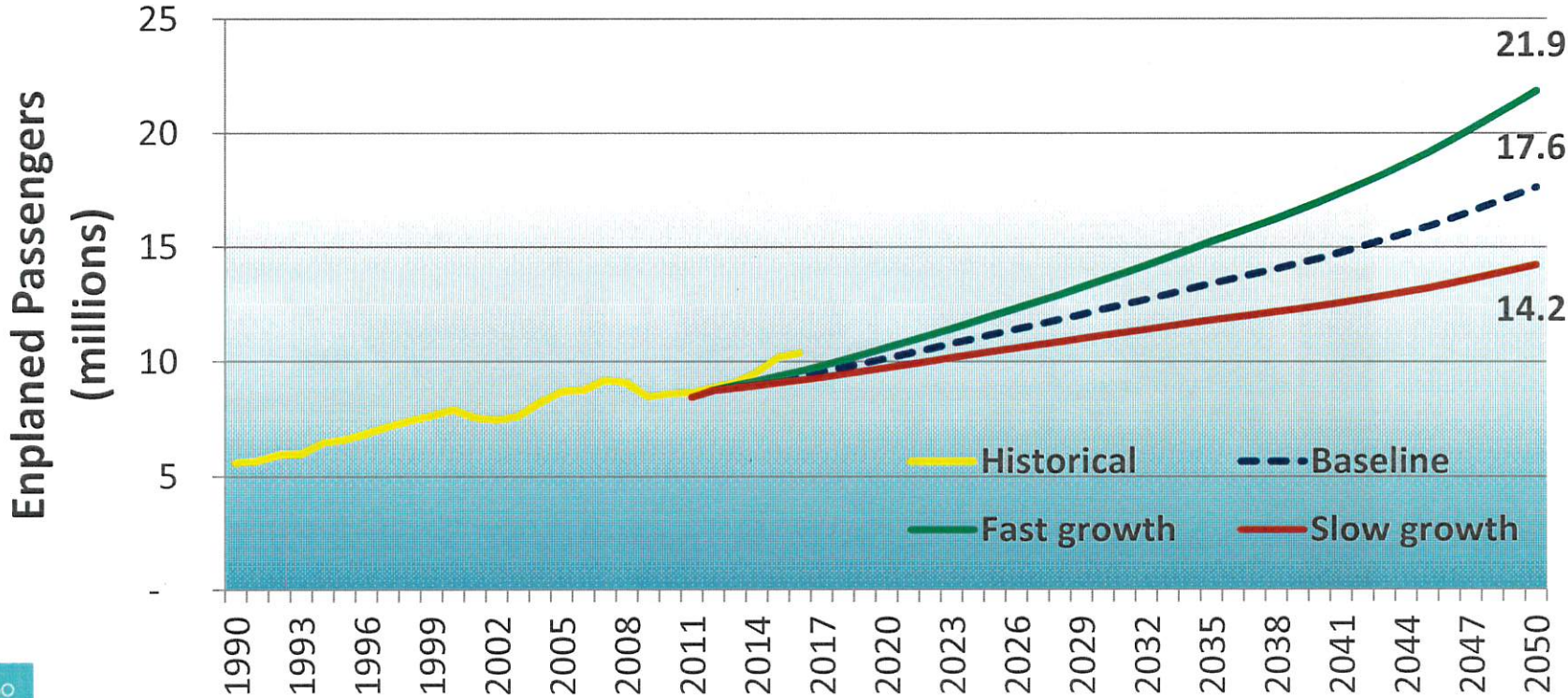
22 Million
passengers
Annually

Top 30
US Airports

95% Origin
Destination
Customers

**95% Origin/
Destination
Customers**

Growing Regional Demand



More Flight Destinations



Critical Economic Driver

Total Economic Impact



Economic Impact of International Flights



SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

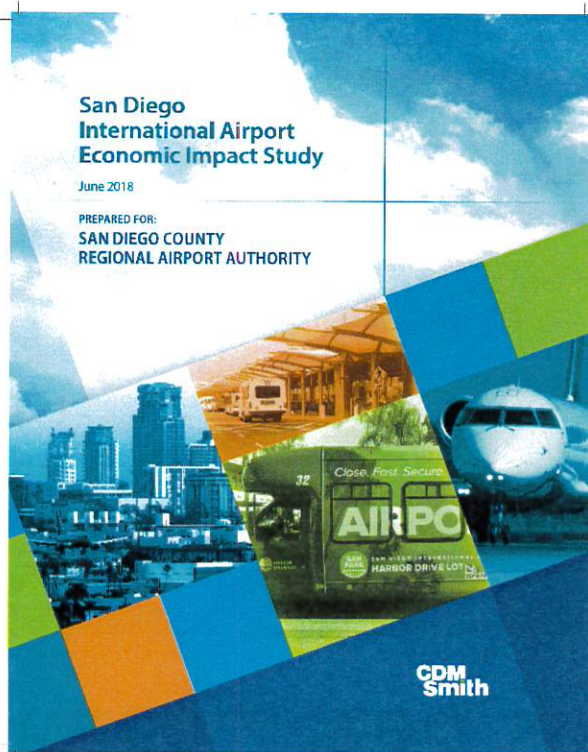
Total Visitor Spending



Local & Small Business Development



SAN's Total Economic Impact



SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

- SAN's economic impact grew from \$9.2 billion in 2012 to \$11.9 billion in 2017 – an increase of 29% in five years
- SAN supports 117,971 jobs in the region – an increase of 31% since 2012

Recognized Sustainability Leadership



**100% Clean Fuel
Bus & Shuttle Fleet**



**LEED Gold or Better
(New Construction)**



**80% Renewable
Electricity**



**Taxi & Rideshare GHG
Reduction Incentives**

SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

Recent Site Efficiency Improvements

**Green Build
Terminal 2
Expansion
(2013)**



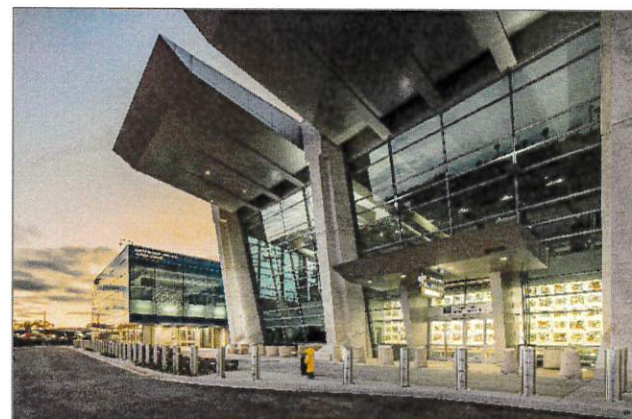
**Parking
Plaza
(May 2018)**



**Rental Car
Center
(2016)**

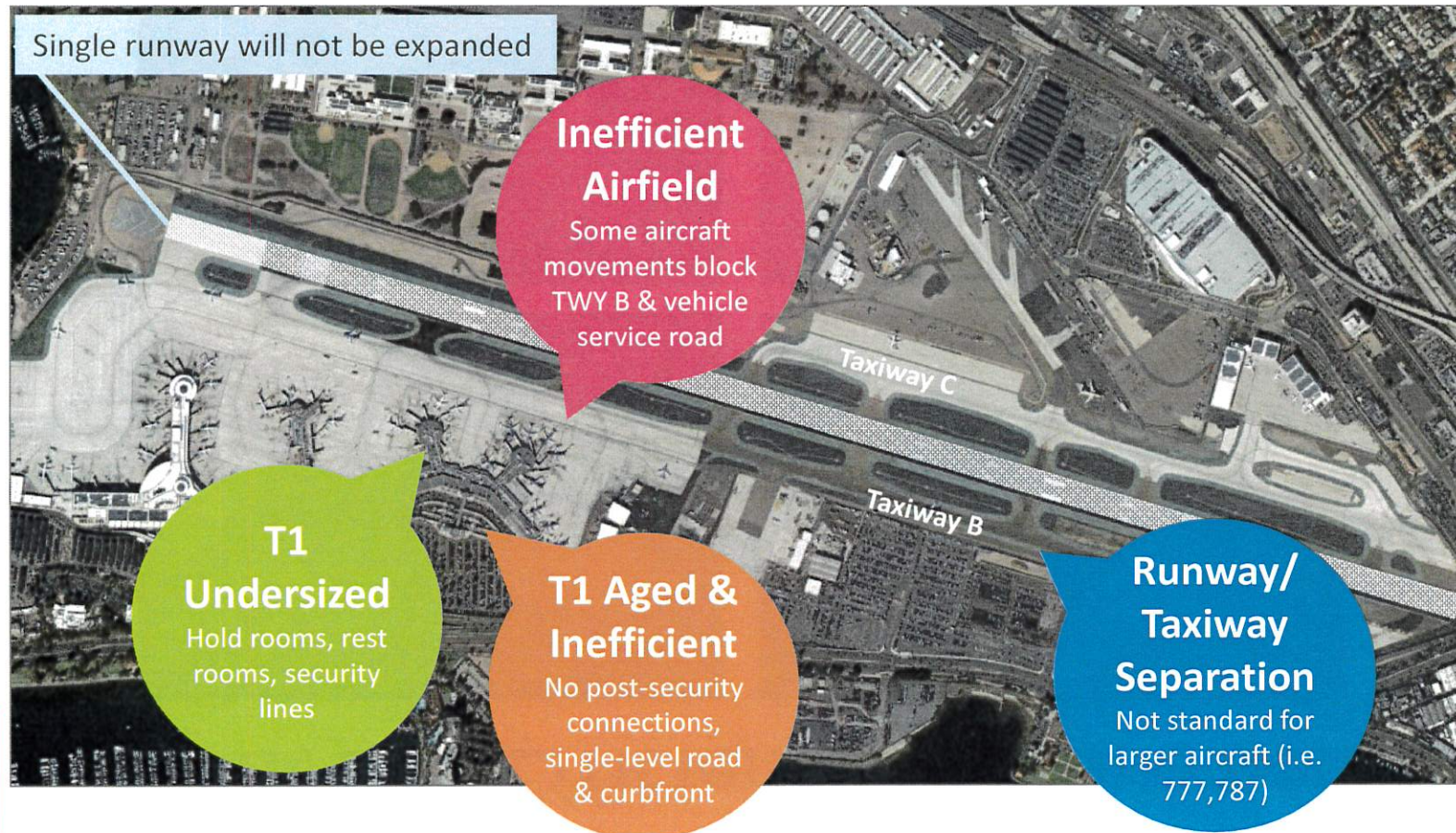


**International
Arrivals
Facility
(June 2018)**

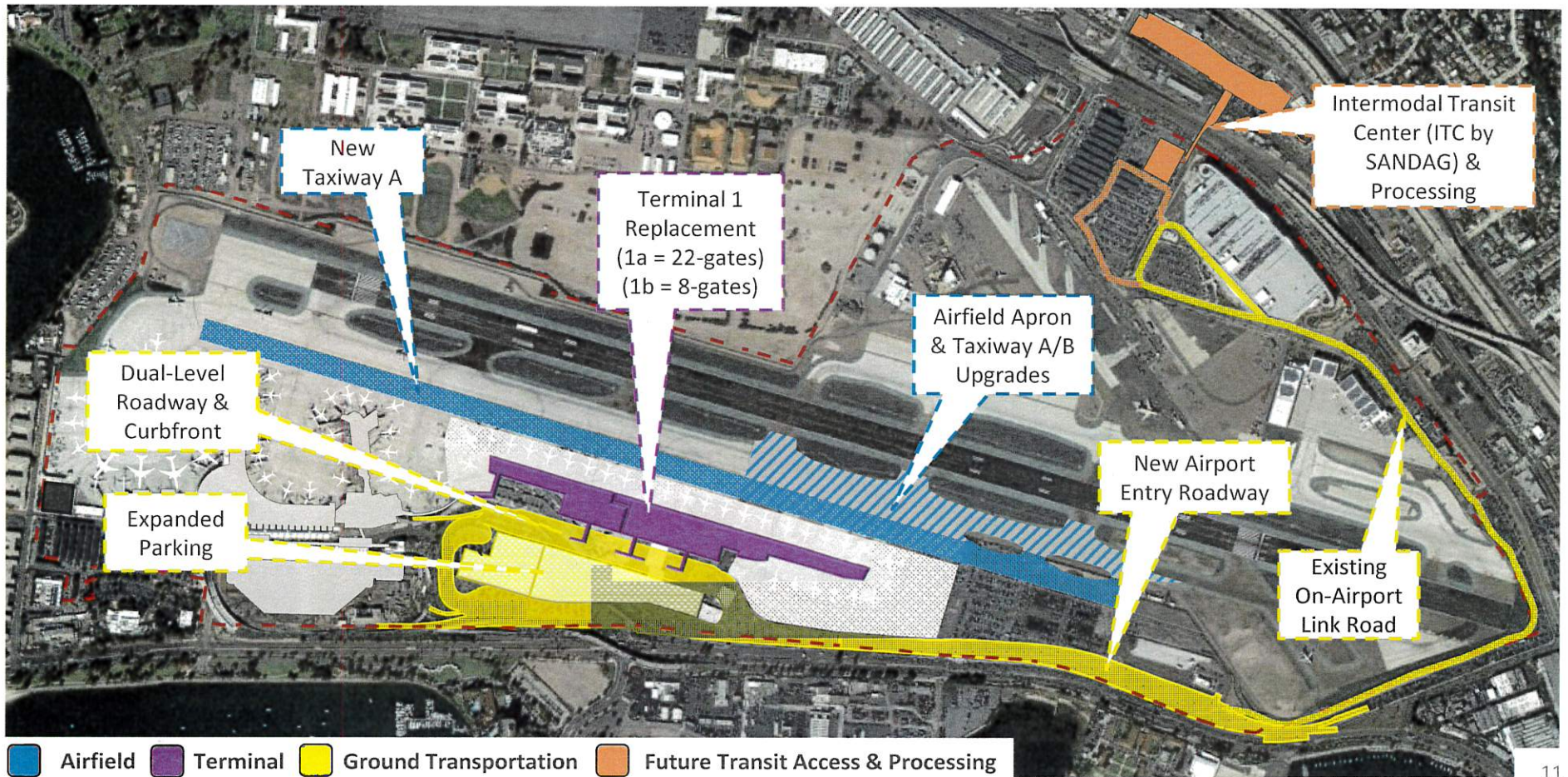


SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

Existing Constraints

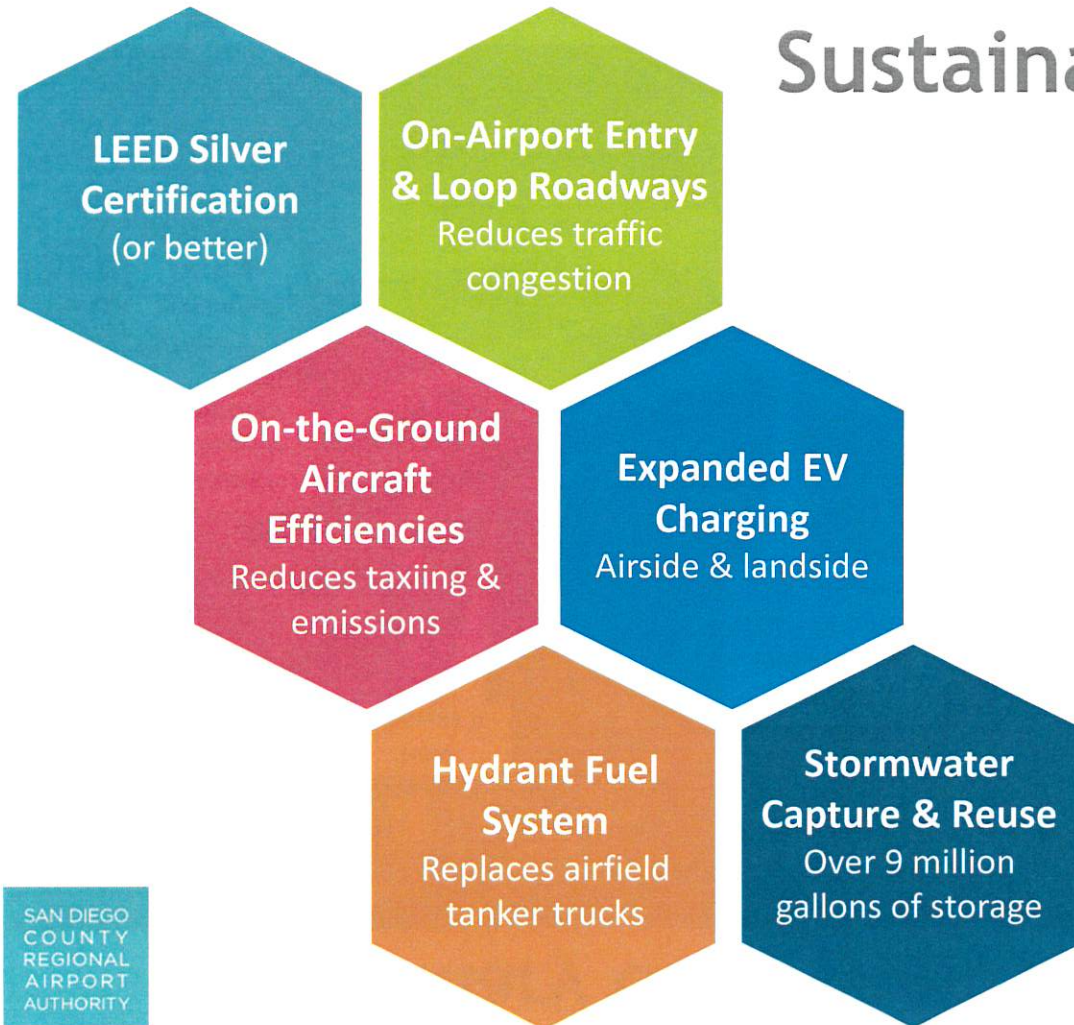


Primary Components (ADP Phases 1a + 1b)



11

Sustainable Design Features



Innovation Lab Helps innovators Get Into The Airport Industry



Develop, build & test new airport-related products and services in provided space



Access to a 3,500 sq. ft terminal-like space to test prototypes and possible access to a terminal with 22M passengers per year



Guided collaboration between companies, innovators and industry executives and experts



Opportunity for implementation of successful ideas at SAN



Schedule of Environmental Review / Milestones

Timeframe	Action
January 2017	Notice of Preparation Released & Scoping Meetings Held
March 2017	Board reviews ADP and directs staff to: <ul style="list-style-type: none"> ▪ Include on-airport entry road ▪ Create Harbor Drive Mobility Committee
July 9, 2018	Release Draft EIR for 60-Day Public Review Period
September 7, 2018	End of Public Review Period / All Comments Due
Sept - Dec 2018	Review Comments Received / Prepare Responses to Comments Prepare Final EIR for Board to Certify
CY 2019	Conduct NEPA Environmental Review / CA Coastal Act Review
CY 2020 / 2023	Begin Construction / Terminal 1 Replacement Opens (Phase 1a)

Questions?

www.san.org/plan



The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
10/02/18

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit - Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 17, 2018 from 10:00 a.m. to 2:15 p.m. with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 17, 2018 from 10 a.m. to 2:15 p.m. with no waiver of fees.

PREPARED BY: Dionisia Trejo

PHONE: 619-336-4255

DEPARTMENT: Neighborhood Services

APPROVED BY: 

EXPLANATION:

This is a request from the non-profit organization Pedal the Cause to conduct the “Padres Pedal the Cause” through San Diego County on November 17, 2018. This will be the 6th Annual Pedal the Cause fundraising cycling event dedicated to raising money for cancer research in San Diego County.

OUTBOUND – The course begins at Petco Park at 6:00 a.m. heading south towards downtown San Diego and the harbor district. This bicycle ride will enter the City of National City at approximately 10 a.m. on Sweetwater Road onto Bayshore Bikeway going west, riders will exit bike path and turn left onto W 32nd Street. Riders will then turn left onto Goesno Place continue straight onto Tidelands Avenue, turning right onto Civic Center Drive leaving National City jurisdiction. Event course is mapped and listed.

NOTE: This event was approved by Council in 2016 and 2017 with no waiver of fees.

FINANCIAL STATEMENT:

ACCOUNT NO.

City fee of \$237.00 for processing the TUP through various City departments.

Total fees: \$237.00

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☒ Sporting Event ☐ Other (specify) Bicycle ride (non race)

Event Name & Location

Event Title Padres Pedal the Cause

Event Location (list all sites being requested) Various roads in National City (see attached information pack)

Event Times

Set-Up Starts
Date _____ Time NA Day of Week _____
Event Starts
Date November 17, 2018 Time 10am Day of Week Saturday
Event Ends
Date November 17, 2018 Time 2.15pm Day of Week Saturday
Breakdown Ends
Date _____ Time NA Day of Week _____

RECEIVED

JUL 30 2018

Neighborhood Services Department
City of National City

Applicant Information

Applicant (Your name) Lauren Diaz Sponsoring Organization Padres Pedal the Cause
Event Coordinator (if different from applicant) Josephine Panzera CCSD Sport Event
Mailing Address 1286 University Avenue, #268, San Diego, CA 92103
Day Phone 917-355-1317 After Hours Phone _____ Cell _____ Fax _____
Public Information Phone 760 642 2725 E-mail jo@ccsd.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant:  Date 4-30-2018

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (s):

Registration fee of \$75 - \$125 per participant. Participants then fundraise further amounts in addition to this.

\$ 4.5m Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 1.5m Estimated Expenses for this event.

\$ 3.0m What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Padres Pedal the Cause is an annual fundraising cycling event that raises money for collaborate cancer research at 4 San Diego institutions. Participants start and finish the event at Petco Park in downtown San Diego and follow a variety of routes (from 25 - 100 miles) through Coronado, San Diego Chula Vista, SD County, and National City. The event has raised over \$7m to date for cancer research.

Estimated Attendance

Anticipated # of Participants: 1000 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Please refer to attached information

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Not required

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☒ First aid station to be staffed by professional company. ► Company AMR

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Event will be open to cyclists with disabilities.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events -- Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

- ☐ Sporting Equipment (explain) _____
- ☐ Other (explain) _____
- ☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

- ☐ PA System for announcements ☐ CD player or DJ music
- ☐ Live Music ➤ ☐ Small 4-5 piece live band ➤ ☐ Large 6+ piece live band
- ☐ Other (explain) _____

If using live music or a DJ. ► Contractor Name _____

► _____

Address	City/State	Phone Number
---------	------------	--------------

Using lighting equipment at your event? Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ► Company Name _____
-
- | Address | City/State | Phone Number |
|---------|------------|--------------|
|---------|------------|--------------|

Using electrical power? Yes ☐ No ☒

- ☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

- ☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

- ☐
- GAS
- ☐
- ELECTRIC
- ☐
- CHARCOAL
- ☐
- OTHER (Specify): _____

- ☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____
- ☐ Vendors selling food # _____ ▶ Business License #(s) _____
- ☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

☒ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # 10-20 Dimensions 2ft x 3 ft route signage

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ▶ _____

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

☐ Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) _____

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- ☒ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	<u>Padres Pedal the Cause</u>		
Event Address:	<u>Various roads in National City</u>	Expected # of Attendees:	<u>1000</u>
Event Host/Coordinator:	<u>Padres Pedal the Cause</u>	Phone Number:	<u>917 355 1317</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>0</u>	N	A	
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>0</u>	N	A	
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	N	A	
Do all storm drains have screens to temporarily protect trash and debris from entering?	N	A	
Are spill cleanup kits readily available at designated spots?	N	A	

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: Padres Pedal the Cause

Person in Charge of Activity: Lauren Diaz

Address: 2445 5th Avenue, suite 402, San Diego, CA 92101, 760 642 2725

Telephone: _____ Date(s) of Use: Sat November 17, 2018

HOLD HARMLESS AGREEMENT

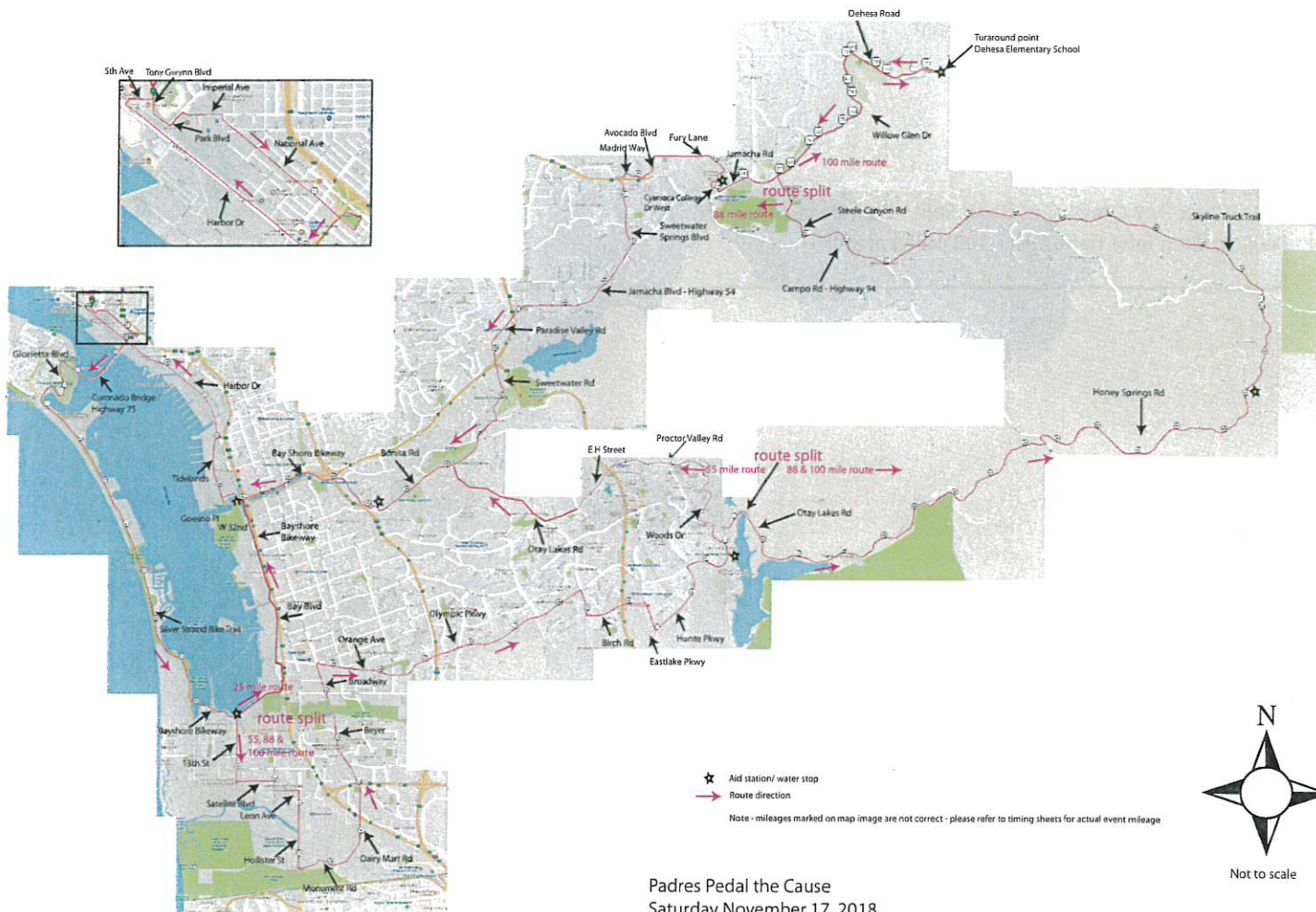
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: Event - authorised agent for permit applications Date: 4-30-2018

For Office Use Only

Certificate of Insurance Approved _____ Date _____



Padres Pedal the Cause
Saturday November 17, 2018

Padres Pedal the Cause
Saturday November 17, 2018

Predicted Times Summary	Start	First Rider	Last Rider
100 mile route	6:00	12:50	14:33
88 mile route	6:00	11:50	13:58
55 mile route	7:30	10:54	14:19
25 mile route	9:00	10:53	12:03
<u>Key Areas</u>			
Coronado Bridge		6:13	9:25
Lake Crest Dr / Otay Lakes Road Split		8:18	11:49
Willow Glen Route Split		10:14	11:47
S Worthington Left Turn		10:53	13:18
Overall finish		10:53	14:33
<u>Cut Off Times</u>			
Lake Crest Dr / Otay Lakes Road Split - 88 mile cut-off			9:08
Willow Glen left/ right turn - 100 mile cut-off			11:18

Turn by Turns, Timing and Cities						
	25 mile route		Start time 9:00			
			MPH	13	8	
		At Mile				
	Left onto Tony Gwynn Drive	-	9:00	9:00		
	Turn left onto Park Blvd	0.2	9:00	9:01		
	Turn right onto Imperial Ave	0.3	9:01	9:02		
	Turn right onto 13th St	0.4	9:01	9:03		
	Slight left onto National Ave	0.5	9:02	9:03		
	Turn left onto Coronado Bridge Eastbound offramp	1.2	9:05	9:09		
Imp B & City SD	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	9:06	9:11		
	Keep Left onto Glorietta Blvd	3.4	9:15	9:25		
	Turn left onto Glorietta Blvd	3.4	9:15	9:25		
	Turn left onto Bayshore Bikeway at San Luis Rey	4.5	9:20	9:33		
	Continue on Bayshore Bikeway	12.1	9:55	10:30		
	REST STOP. Bikeway Village	12.9	9:59	10:36	Earliest	Latest
	ROUTE SPLIT. Return to Bayshore Bikeway and turn right	13.0	10:00	10:37	10:00	10:37
	Turn left onto W Frontage Rd	14.1	10:05	10:45	10:05	10:45
	Chula Vista	Continue onto Stella Street	14.3	10:06	10:47	10:06
Turn right onto Bay Blvd		14.4	10:06	10:48	10:06	10:48
Turn left then right onto Bayshore Bikeway		17.4	10:20	11:10	10:20	11:10
Turn right (after bridge) to stay on Bayshore Bikeway		18.3	10:24	11:17	10:24	11:17
	Exit bike path and continue ahead onto W 32nd St	18.7	10:26	11:20		
	Turn left onto Goesno Pl	18.9	10:27	11:21		
	WATER STOP . TBD	18.9	10:27	11:21		
	Exit rest stop and continue straight onto Tidelands Ave	19.0	10:27	11:22		
	Continue onto Civic Center Dr	20.2	10:33	11:31		
	Turn left onto E Harbor Dr	20.4	10:34	11:33		
	Turn right onto Fifth Ave	24.3	10:52	12:02		
	Turn right onto L St	24.4	10:52	12:03		
	Turn left onto Tony Gwynn Dr	24.5	10:53	12:03		

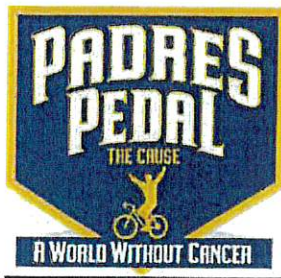
Turn by Turns, Timing and Cities

55 mile route		Start time 7:30		
		MPH	16	8
		At Mile		
	Left onto Tony Gwynn Drive	-	7:30	7:30
	Turn left onto Park Blvd	0.2	7:30	7:31
	Turn right onto Imperial Ave	0.3	7:31	7:32
	Turn right onto 13th St	0.4	7:31	7:33
	Slight left onto National Ave	0.5	7:31	7:33
	Turn left onto Coronado Bridge Eastbound offramp	1.2	7:34	7:39
	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	7:35	7:41
	Keep Left onto Glorietta Blvd	3.4	7:42	7:55
	Turn left onto Glorietta Blvd	3.4	7:42	7:55
	Turn left onto Bayshore Bikeway at San Luis Rey	4.5	7:46	8:03
	Continue on Bayshore Bikeway	12.1	8:15	9:00
	REST STOP. Bikeway Village	12.9	8:18	9:06
	ROUTE SPLIT. Exit rest stop and turn right on 13th Street	13.0	8:18	9:07
	Turn left onto Iris Ave	14.3	8:23	9:17
	Continue onto Satellite Blvd	14.5	8:24	9:18
	Turn right onto Saturn Blvd	15.0	8:26	9:22
	Turn left onto Leon Ave	15.2	8:27	9:24
	Turn right onto Hollister St	15.7	8:28	9:27
	Turn left onto Monument Rd	17.3	8:34	9:39
	Becomes Dairy Mart Rd	18.1	8:37	9:45
	Turn left onto Beyer Blvd	19.9	8:44	9:59
	Becomes Broadway	21.8	8:51	10:13
Chula Vista	Turn right onto Palomar St	22.7	8:55	10:20
	Turn right onto Orange Ave	22.7	8:55	10:20
	Continue onto Olympic Pkwy	25.4	9:05	10:40
	Turn right onto La Media Rd	28.6	9:17	11:04
	Turn left onto Birch Rd	29.1	9:19	11:08
	Turn right onto Eastlake Pkwy	30.4	9:24	11:18
	Turn left - becomes Hunte Pkwy	31.0	9:26	11:22
	Turn right onto Olympic Pkwy	32.6	9:32	11:34
	Becomes Lake Crest Dr	33.7	9:36	11:42
	REST STOP. Mountain Hawk Park	33.8	9:36	11:43
Chula Vista	Turn right onto Lake Crest Drive	33.8	9:36	11:43
	ROUTE SPLIT. Turn left onto Otay Lakes Rd	34.6	9:39	11:49
	Turn right onto Woods Dr	34.9	9:40	11:51
	Turn right onto Northwoods Dr	36.2	9:45	12:01
	Turn left onto Proctor Valley Rd	36.3	9:46	12:02
	Continue onto E H St	38.1	9:52	12:15
	Turn right onto Otay Lakes Road	40.1	10:00	12:30
	Turn left onto Bonita Rd	42.4	10:09	12:48
National City	Turn right into Sweetwater staging area and join bike path	45.1	10:19	13:08
	Bear left on Bayshore Bikeway	45.3	10:19	13:09
	Continue on Bayshore Bikeway	46.0	10:22	13:15
	Continue on Bayshore Bikeway	48.2	10:30	13:31
	Exit bike path and continue ahead onto W 32nd St	48.7	10:32	13:35
	Turn left onto Goesno Pl	48.9	10:33	13:36
	WATER STOP. TBD	49.0	10:33	13:37
	Exit rest stop and continue straight onto Tidelands Ave	49.1	10:34	13:38
San Diego	Bear right onto Civic Center Dr	50.3	10:38	13:47
	Turn left onto E Harbor Dr	50.5	10:39	13:48
	Turn right onto Fifth Ave	54.4	10:54	14:18
	Turn right onto L St	54.5	10:54	14:18
	Turn left onto Tony Gwynn Dr	54.6	10:54	14:19

Turn by Turns, Timing and Cities

88 mile route		Start time 6:00		
		MPH	15	11
		At Mile		
San Diego	Left onto Tony Gwynn Drive	-	6:00	6:00
	Turn left onto Park Blvd	0.2	6:00	6:01
	Turn right onto Imperial Ave	0.3	6:01	6:01
	Turn right onto 13th St	0.4	6:01	6:02
	Slight left onto National Ave	0.5	6:02	6:02
Coronado	Turn left onto Coronado Bridge Eastbound offramp	1.2	6:04	6:06
	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	6:06	6:08
	Keep Left onto Glorietta Blvd	3.4	6:13	6:18
	Turn left onto Glorietta Blvd	3.4	6:13	6:18
	Turn left onto Bayshore Bikeway at San Luis Rey	4.5	6:18	6:24
Imperial Beach	Continue on Bayshore Bikeway	12.1	6:48	7:06
	REST STOP. Bikeway Village	12.9	6:51	7:10
	ROUTE SPLIT. Exit rest stop and turn right on 13th Street	13.0	6:52	7:10
San Diego	Turn left onto Iris Ave	14.3	6:57	7:18
	Continue onto Satellite Blvd	14.5	6:58	7:19
	Turn right onto Saturn Blvd	15.0	7:00	7:21
	Turn left onto Leon Ave	15.2	7:00	7:22
	Turn right onto Hollister St	15.7	7:02	7:25
	Turn left onto Monument Rd	17.3	7:09	7:34
	Becomes Dairy Mart Rd	18.1	7:12	7:38
	Turn left onto Beyer Blvd	19.9	7:19	7:48
	Becomes Broadway	21.8	7:27	7:58
	Turn right onto Palomar St	22.7	7:30	8:03
Chula Vista	Turn right onto Orange Ave	22.7	7:30	8:03
	Continue onto Olympic Pkwy	25.4	7:41	8:18
	Turn right onto La Media Rd	28.6	7:54	8:36
	Turn left onto Birch Rd	29.1	7:56	8:38
	Turn right onto Eastlake Pkwy	30.4	8:01	8:45
	Turn left - becomes Hunte Pkwy	31.0	8:04	8:49
	Turn right onto Olympic Pkwy	32.6	8:10	8:57
	Becomes Lake Crest Dr	33.7	8:14	9:03
	REST STOP. Mountain Hawk Park	33.8	8:15	9:04
	Turn right onto Lake Crest Drive	33.8	8:15	9:04
SD County	ROUTE SPLIT. Turn right onto Otay Lakes Rd	34.6	8:18	9:08
	Turn left onto CA-94 W	43.5	8:54	9:57
	Turn right onto Honey Springs Rd	43.7	8:54	9:58
	REST STOP. Fire Station	49.0	9:16	10:27
	Straight onto Skyline Truck Trail	51.4	9:25	10:40
	Straight onto Lyons Valley Rd	58.6	9:54	11:19
	Turn right onto CA-94 W/Campo Rd	60.2	10:00	11:28
	Turn right onto Steele Canyon Rd	62.2	10:08	11:39
	ROUTE SPLIT. Turn left onto Willow Glen Dr	63.7	10:14	11:47
	Turn left onto Jamacha Road	64.5	10:18	11:51
	Turn right onto College Drive West	64.8	10:19	11:53
	Turn right into Cuyomaca College	65.1	10:20	11:55
	REST STOP. Cuyamaca College	65.2	10:20	11:55
	Turn left onto Fury Ln	65.3	10:21	11:56
	Turn left onto Avocado Blvd	66.9	10:27	12:04
	Turn right onto Madrid Way	67.3	10:29	12:07
	Turn left onto Agua Dulce Blvd	67.9	10:31	12:10
	Turn left onto Campo Rd/Sweetwater Springs Blvd	68.1	10:32	12:11
	Turn right onto Jamacha Blvd (route 54)	69.6	10:38	12:19
	Continue onto Paradise Valley Rd	72.7	10:50	12:36
Chula Vista	Turn left onto S Worthington St	73.4	10:53	12:40
	Becomes Sweetwater Rd	74.0	10:56	12:43
	Turn left onto Bonita Rd	74.8	10:59	12:48
	Turn right to stay on Bonita Rd	75.1	11:00	12:49
	Turn right into Sweetwater staging area and join bike path	78.3	11:13	13:07
National City	REST STOP. STAGING AREA DIRT LOT	78.3	11:13	13:07
	Bear left on Bayshore Bikeway	78.5	11:14	13:08
	Continue on Bayshore Bikeway	79.2	11:16	13:12
	Stay straight on Bayshore Bikeway	81.3	11:25	13:23
	Exit bike path and continue ahead onto W 32nd St	81.9	11:27	13:26
	Turn left onto Goesno Pl	82.1	11:28	13:27
	Exit rest stop and continue straight onto Tideland Ave	82.3	11:29	13:28
San Diego	Bear right onto Civic Center Dr	83.5	11:34	13:35
	Turn left onto E Harbor Dr	83.7	11:34	13:36
	Turn right onto Fifth Ave	87.6	11:50	13:57
	Turn right onto L St	87.6	11:50	13:57
	Turn left onto Tony Gwynn Dr	87.7	11:50	13:58

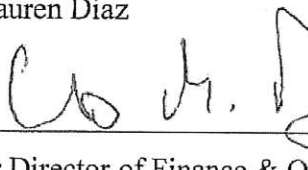
Turn by Turns, Timing and Cities						
100 mile route		Start time 6:00			Overall - all routes	
		MPH	15	12	Earliest	Latest
		At Mile				
San Diego	Left onto Tony Gwynn Drive	-	6:00	6:00	6:00	9:00
	Turn left onto Park Blvd	0.2	6:00	6:01	6:00	9:01
	Turn right onto Imperial Ave	0.3	6:01	6:01	6:01	9:02
	Turn right onto 13th St	0.4	6:01	6:02	6:01	9:03
	Slight left onto National Ave	0.5	6:02	6:02	6:02	9:03
Coronado	Turn left onto Coronado Bridge Eastbound offramp	1.2	6:04	6:06	6:04	9:09
	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	6:06	6:07	6:06	9:11
	Keep Left onto Glorietta Blvd	3.4	6:13	6:17	6:13	9:25
	Turn left onto Glorietta Blvd	3.4	6:13	6:17	6:13	9:25
	Turn left onto Bayshore Bikeway at San Luis Rey	4.5	6:18	6:22	6:18	9:33
Imperial Beach	Continue on Bayshore Bikeway	12.1	6:48	7:00	6:48	10:30
	REST STOP . Bikeway Village	12.9	6:51	7:04	6:51	10:36
	ROUTE SPLIT. Exit rest stop and turn right on 13th Street	13.0	6:52	7:05	6:52	10:37
San Diego	Turn left onto Iris Ave	14.3	6:57	7:11	6:57	9:17
	Continue onto Satellite Blvd	14.5	6:58	7:12	6:58	9:18
	Turn right onto Saturn Blvd	15.0	7:00	7:15	7:00	9:22
	Turn left onto Leon Ave	15.2	7:00	7:16	7:00	9:24
	Turn right onto Hollister St	15.7	7:02	7:18	7:02	9:27
	Turn left onto Monument Rd	17.3	7:09	7:26	7:09	9:39
	Becomes Dairy Mart Rd	18.1	7:12	7:30	7:12	9:45
	Turn left onto Beyer Blvd	19.9	7:19	7:39	7:19	9:59
	Becomes Broadway	21.8	7:27	7:49	7:27	10:13
	Turn right onto Palomar St	22.7	7:30	7:53	7:30	10:20
Chula Vista	Turn right onto Orange Ave	22.7	7:30	7:53	7:30	10:20
	Continue onto Olympic Pkwy	25.4	7:41	8:07	7:41	10:40
	Turn right onto La Media Rd	28.6	7:54	8:23	7:54	11:04
	Turn left onto Birch Rd	29.1	7:56	8:25	7:56	11:08
	Turn right onto Eastlake Pkwy	30.4	8:01	8:32	8:01	11:18
	Turn left - becomes Hunte Pkwy	31.0	8:04	8:35	8:04	11:22
	Turn right onto Olympic Pkwy	32.6	8:10	8:43	8:10	11:34
	Becomes Lake Crest Dr	33.7	8:14	8:48	8:14	11:42
	REST STOP . Mountain Hawk Park	33.8	8:15	8:49	8:15	11:43
	Turn right onto Lake Crest Drive	33.8	8:15	8:49	8:15	11:43
SD County	ROUTE SPLIT. Turn right onto Otay Lakes Rd	34.6	8:18	8:53	8:18	11:49
	Turn left onto CA-94 W	43.5	8:54	9:37	8:54	9:57
	Turn right onto Honey Springs Rd	43.7	8:54	9:38	8:54	9:58
	REST STOP . Fire Station	49.0	9:16	10:05	9:16	10:27
	Staigh onto Skyline Truck Trail	51.4	9:25	10:17	9:25	10:40
	Straight onto Lyons Valley Rd	58.6	9:54	10:53	9:54	11:19
	Turn right onto CA-94 W/Campo Rd	60.2	10:00	11:01	10:00	11:28
	Turn right onto Steele Canyon Rd	62.2	10:08	11:11	10:08	11:39
	ROUTE SPLIT. Turn right onto Willow Glen Dr	63.6	10:14	11:18	10:14	11:47
	Turn right onto Dehesa Rd	67.9	10:31	11:39	10:31	11:39
	WATER STOP . Dehesa Elementary School	71.4	10:45	11:57	10:45	11:57
	Turn right onto Dehesa Rd	71.5	10:46	11:57	10:46	11:57
	Turn left onto Willow Glen Dr	73.8	10:55	12:09	10:55	12:09
	Turn left onto Jamacha Road	78.9	11:15	12:34	10:18	12:34
	Turn right onto College Drive West	79.5	11:18	12:37	10:19	12:37
	Turn right into Cuyomaca College	79.8	11:19	12:39	10:20	12:39
	REST STOP . Cuyamaca College	80.0	11:20	12:40	10:20	12:40
	Turn left onto Fury Ln	79.7	11:18	12:38	10:21	12:38
	Turn left onto Avocado Blvd	80.3	11:21	12:41	10:27	12:41
	Turn right onto Madrid Way	81.9	11:27	12:49	10:29	12:49
	Turn left onto Agua Dulce Blvd	82.3	11:29	12:51	10:31	12:51
	Turn left onto Campo Rd/Sweetwater Springs Blvd	82.8	11:31	12:54	10:32	12:54
	Turn right onto Jamacha Blvd (route 54)	83.1	11:32	12:55	10:38	12:55
	Continue onto Paradise Valley Rd	84.5	11:38	13:02	10:50	13:02
	Turn left onto S Worthington St	87.6	11:50	13:18	10:53	13:18
	Becomes Sweetwater Rd	88.3	11:53	13:21	10:56	13:21
Chula Vista	Turn left onto Bonita Rd	88.9	11:55	13:24	10:59	13:24
	Turn right to stay on Bonita Rd	90.0	12:00	13:30	11:00	13:30
	Turn right into Sweetwater staging area and join bike path	93.1	12:12	13:45	10:19	13:45
	REST STOP . STAGING AREA DIRT LOT	93.1	12:12	13:45	10:19	13:45
National City	Bear left on Bayshore Bikeway	93.3	12:13	13:46	10:22	13:46
	Keep left on Bayshore Bikeway	94.3	12:17	13:51	10:30	13:51
	Stay straight on Bayshore Bikeway	96.3	12:25	14:01	10:24	14:01
	Exit bike path and continue ahead onto W 32nd St	96.9	12:27	14:04	10:26	14:04
	Turn left onto Goesno Pl	97.1	12:28	14:05	10:27	14:05
	Exit rest stop and continue straight onto Tidelands Ave	97.3	12:29	14:06	10:27	14:06
	Bear right onto Civic Center Dr	98.5	12:34	14:12	10:27	14:12
San Diego	Turn left onto E Harbor Dr	98.6	12:34	14:13	10:33	14:13
	Turn right onto Fifth Ave	102.6	12:50	14:33	10:34	14:33
	Turn right onto L St	102.6	12:50	14:33	10:52	14:33
	Turn left onto Tony Gwynn Dr	102.7	12:50	14:33	10:52	14:33




AUTHORIZATION OF AGENT

I, the owner as the Permit Applicant or legal representative for the Permit Applicant identified below, hereby authorize my agent, listed below and its authorized employees, to act on my behalf and apply for such City of San Diego, County of San Diego or other such permits that are deemed necessary for the Padres Pedal the Cause event to take place in November 2018.

Permit Applicant Information:

Name: Pedal The Cause
Street Address: 2445 5th Avenue, suite 402
City, State, Zip Code: San Diego, CA 92101
Phone Number: 305-206-4171
Print Name: Lauren Diaz
Signature: 
Title: Sr Director of Finance & Operations
Date: March 29, 2018

Agent Information:

Firm Name: CCSD Sport Event
Authorized Employees: Josephine Panzera, Robert Panzera
Street Address: 1286 University Avenue, #268
City, State, Zip Code: San Diego, CA 92103
Phone Number: 917 355 1317
Print Name: Josephine Panzera
Signature of Agent: 
Date: March 29, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 8182 Maryland Avenue St Louis MO 63105 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Pedal the Cause San Diego 2445 5th Ave. Suite 402 San Diego CA 92101 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Indemnity Company	NAIC # 15580
	INSURER B: National Casualty Company	NAIC # 11991
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570070753232**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			8L-KKI-00000073336-00	04/10/2018	04/10/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE Excluded PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			8L-KKI-00000073336-00	04/10/2018	04/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$50,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible \$1,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			6LXK0000007333700	04/10/2018	04/10/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			8L-KKI-00000073336-00 Claims Made	04/10/2018	04/10/2019	Aggregate Limits \$100,000 Crisis Event Aggreg: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of National City, c/o Risk Manager 1243 National City Boulevard, National City, CA 91950-4301 are included as Additional Insured in accordance with the policy provisions of the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

National City Attn: Dionesia Trejo 1243 National City Boulevard National City CA 91950 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570070753232

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**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: Padres Pedal the Cause

EVENT: Padres Pedal the Cause

DATE OF EVENT: November 17, 2018

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

No comments

POLICE DEPARTMENT

The on-duty patrol team will be notified of this event and provide extra patrol as time permits. The police department has no stipulations.

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary for the Applicant and the Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from American Medical Response.
- The applicant and American Medical Response must each provide a separate additional insured endorsement wherein it notes as the additional insured as “The City of National City, its officials, agents, employees and volunteers”
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect:
City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA. 91950-4397

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted. Also, that the applicant has provided a Certificate of Liability Insurance as to their interest

PUBLIC WORKS (619)366-4580

No comments

FINANCE

Padres Pedal the Cause needs to renew their business license.

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization
- 4) Fees can only be waived by City Council

The following page(s) contain the backup material for Agenda Item: [Warrant Register #9 for the period of 08/22/18 through 08/28/18 in the amount of \\$1,833,908.57. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #9 for the period of 08/22/18 through 08/28/18 in the amount of \$1,833,908.57.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/22/18 through 08/28/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of Chula Vista	336761	200,389.00	Animal Shelter Fees / Police
SDG&E	336808	69,957.56	SDG&E Utilities for Facilities FY 19
Public Emp Ret System	8282018	236,914.23	Service Period 7/31/18 – 8/1318

FINANCIAL STATEMENT:

APPROVED: Mark Ralento **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,833,908.57.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,833,908.57

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 9

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #9 for the period of 08/22/18 through 08/28/18 in the amount of \$1,833,908.57.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/22/18 through 08/28/18.

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SDG&E	336808	69,957.56	SDG&E Utilities for Facilities FY 19
Public Emp Ret System	8282018	236,914.23	Service Period 7/31/18 – 8/1318

FINANCIAL STATEMENT:

APPROVED: Mark Ralento **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,833,908.57.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,833,908.57

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 9

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2ND OF OCTOBER 2018.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #10 for the period of 08/29/18 through 09/04/18 in the amount of \\$2,464,528.00.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #10 for the period of 08/29/18 through 09/04/18 in the amount of \$2,464,528.00.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/29/18 through 09/04/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	313497	1,337,858.00	Metropolitan Sewerage System Pmt

FINANCIAL STATEMENT:

APPROVED: Mark Ralento **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,464,528.00.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,464,528.00

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 10

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #10 for the period of 08/29/18 through 09/04/18 in the amount of \$2,464,528.00.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/29/18 through 09/04/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	313497	1,337,858.00	Metropolitan Sewerage System Pmt

FINANCIAL STATEMENT:

APPROVED: Mark Ralento **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,464,528.00.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,464,528.00

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 10

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 2ND OF OCTOBER 2018.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City adopting the 2018 User Fee Schedule for user fees within the City. \(Building and Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.

ITEM TITLE:

Public Hearing and Adoption of a Resolution of the City Council of the City of National City adopting the 2018 User Fee Schedule for user fees within the City. (Building/Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Building and Fire

APPROVED BY: 

EXPLANATION:

On July 15, 2008, the City Council amended the fees for development services permits (Building, Fire, and Planning Department). This approved fee schedule was based on an in-depth study of development services fees prepared by the Maximus Group for the purpose of determining "full cost recovery" of city staff time spent to review and process development permits. In 2010, due to the economic downturn and concerns raised by the development community, the City Council rolled back permit fees to the pre-2008 levels.

Since the rollback of fees to 2008 levels, the City has been striving to strike a balance between customer satisfaction with development costs, cost recovery for services rendered, and a fee structure that is competitive with other San Diego County jurisdictions. To this end, a subsequent fee study has been conducted by Willdan Financial Services. Their recommendations have been incorporated into the attached Recommended Fee Schedule.

The attached Background Report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.:

APPROVED: _____ **MIS**

The new User Fee Schedule will result in a more up-to-date recovery of costs related to City services that benefit individual users rather than the community at large.

ENVIRONMENTAL REVIEW:

Not a project per CEQA.

ORDINANCE:

INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report
2. Recommended Fee Schedule
3. Resolution

BACKGROUND REPORT

Staff Recommendation

Staff recommends adopting the attached recommend fee study so that the cost for services provided are covered to the maximum extent possible.

History

On July 15, 2008, the City Council adopted the City's User Fee Schedule, which were subsequently rolled back in 2010 due to economic pressures on the development community. Municipal governments throughout the state are still faced with limited financial resources, while striving to maintain high standards of service to their communities. In light of this, it is critical for cities to ensure that their fees for requested services have been developed or updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the best extent possible. A "user fee" is a charge for service provided by a governmental agency to the public. Several laws such as Propositions 4, 13, 26, and 28 set parameters under which the user fees can be established and administered by local government. It has been determined that adjustments in user fees in many instances are necessary to close the gap between current fees and actual service costs. User fees charged by local agencies may not exceed the estimated reasonable cost of providing the service for which the fee is charged.

Analysis

In order to bridge the service cost gap, City staff issued a request for proposals (RFP) to qualified consulting firms for a Comprehensive User Fee Study, Full Cost Allocation Plan, and Internal Service Fund Allocation Study. The purpose of the RFP was to ensure that the City is utilizing comprehensive overhead rates and accurately accounting for the full cost of providing various programs and services within City operations. In addition, it was the City's goal to have a well-documented and defensible cost allocation plan that incorporated appropriate general and administrative cost allocations into the budget; identified overhead rates that could be used in the calculation of billable hourly rates for grants, fees, federal reimbursements, and other billings. Lastly, the City wanted to adopt an updated user fee schedule that complied with Proposition 26 that did not exceed the reasonable cost of providing the benefit, service, or product; granting the privilege; or, to recover the reasonable costs for issuing permits, performing investigations, inspections, audits, and the administrative enforcement of regulations.

After a thorough and exhaustive process, during which the City received several RFPs, the RFP for a Comprehensive User Fee Study, Full Cost Allocation Plan, and Internal Service Fund Allocation Study was awarded to Willdan Financial Services. The City has worked with Willdan to perform a complete review of all user fees collected independently with City departments. This has led to the formulation of the attached recommended user fee schedule for consideration by the City Council.

Summary

Statewide municipal governments continue to be faced with limited financial resources, while striving to maintain high standards of service to their respective communities. It is critical for the City to ensure that the fees for requested services are developed and/or updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the best extent possible. This is particularly critical in the case of a budget deficit.

Options

1. Adopt the resolution adopting the recommended fee schedule; or
2. File the report; or,
3. Continue the item to a specific date for additional information.

Building Permit Fee Scenarios

Construction Type		Sq. Footage	Total Current Plan Check & Inspection Fee	Total w/ new fee - Full Cost Recovery	Total w/ new Suggested Fee	Fee Difference - Full Cost Recovery (New fees minus current fees)	Fee Difference - Suggested Fee (New fees minus current fees)
V-B	Residential	1,500 sq. ft. w/ 450 sq. ft garage	\$7,408	\$4,381.10	\$4,173.36	-\$3,026.90	-\$3,234.64
V-B	Business	2,500	\$6,735	\$2,554.86	\$2,554.86	-\$4,180.14	-\$4,180.14
V-B	Commercial	3,000	\$7,904.60	\$4,329.86	\$4,329.86	-\$3,574.74	-\$3,574.74

Business License Fee Scenarios w/ Fire Dept.'s Suggested Fees

New License Application Fee - Processing Fee - \$50 processing fee + \$20 tax + \$4 (Senate Bill 1186) = Min. \$74

Square Footage: 0-6,000 - \$134.63
6,001-12,000 - \$218.83
12,001-25,000 - \$303.03
25,001-50,000 - \$387.24
50,001-100,000 - \$471.44
Each Addt'l 25,000 sf in excess of 100,000 sf - \$134.63

INITIAL BUSINESS LICENSE

Business	Sq. Ft.	Application Fee	Sq. Ft./ Inspection Fee (*new)	Total w/ New Fees	Total w/ Current Fees	Increase Amount (New fees minus current fees)
Taco Salsa	1,500	\$74	\$134.63	\$209	\$74	\$135
Starbucks	2,099	\$74	\$134.63	\$209	\$74	\$135
Save A Lot	19,380	\$74	\$303.03	\$377	\$74	\$303
Walmart	134,390	\$74	\$740.70	\$815	\$74	\$741
Dixieline/ProBuild (Tidelands Ave.)	364,250	\$74	\$1,952.37	\$2,026	\$74	\$1,952

ANNUAL LICENSE RENEWAL

Business	Sq. Footage	Gross Receipts (for 2017)	Application Fee (per the tax table + \$4 State fee)	Processing Fee (*new)	Sq. Ft. / Inspection Fee (*new)	Total w/ New Fees	Total w/ Current Fees	Increase Amount (New fees minus current fees)
Taco Salsa	1,500	\$607,005	\$132	\$50	\$134.63	\$317	\$132	\$185
			(\$128 + \$4 state fee)					
Starbucks	2,099	\$2,472,500	\$359	\$50	\$134.63	\$544	\$359	\$185
			(\$355 + \$4 state fee)					
Save A Lot	19,380	\$2,477,643	\$266	\$50	\$303.03	\$619	\$266	\$353
			(\$265 + \$1 state fee)					
Walmart	134,390	\$108,775,121	\$2,295	\$50	\$740.70	\$3,086	\$2,295	\$791
			(\$2294 + \$4 state fee)					
Dixieline	364,250	\$43,833,822	\$1,724	\$50	\$1,952.37	\$3,726	\$1,724	\$2,002
			(\$1720 + \$4 state fee)					

Business License Fee Scenarios

New License Application Fee - Processing Fee - \$50 processing fee + \$20 tax + \$4 (Senate Bill 1186) = Min. \$74

Square Footage: Under 10,000 sq.ft. - \$100
10-50,000 - \$250
50,000 & up - \$500

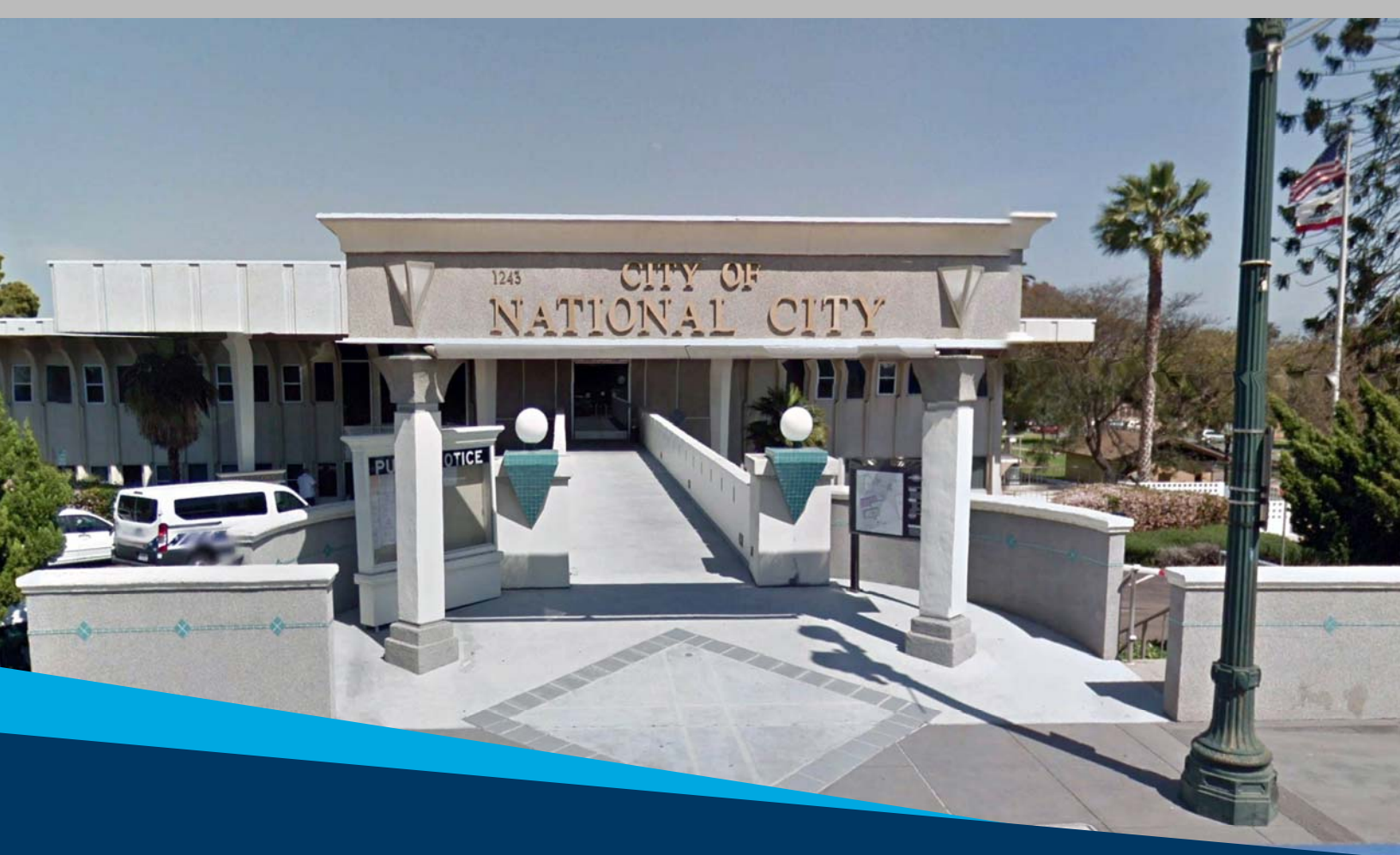
INITIAL BUSINESS LICENSE

Business	Sq. Ft.	Application Fee	Sq. Ft./ Inspection Fee (*new)	Total w/ New Fees	Total w/ Current Fees	Increase Amount (New fees minus current fees)
Taco Salsa	1,500	\$74	\$100	\$174	\$74	\$100
Starbucks	2,099	\$74	\$100	\$174	\$74	\$100
Save A Lot	19,380	\$74	\$250	\$324	\$74	\$250
Walmart	134,390	\$74	\$500	\$574	\$74	\$500
Dixieline/ProBuild (Tidelands Ave.)	364,250	\$74	\$500	\$574	\$74	\$500

ANNUAL LICENSE RENEWAL

Business	Sq. Footage	Gross Receipts (for 2017)	Application Fee (per the tax table + State fee)	Processing Fee (*new)	Sq. Ft. Fee (*new)	Total w/ New Fees	Total w/ Current Fees	Increase Amount (New fees minus current fees)
Taco Salsa	1,500	\$607,005	\$132	\$50	\$100	\$282	\$132	\$150
			(\$128 + \$4 state fee)					
Starbucks	2,099	\$2,472,500	\$359	\$50	\$100	\$509	\$359	\$150
			(\$355 + \$4 state fee)					
Save A Lot	19,380	\$2,477,643	\$266	\$50	\$250	\$566	\$266	\$300
			(\$265 + \$1 state fee)					
Walmart	134,390	\$108,775,121	\$2,295	\$50	\$500	\$2,845	\$2,295	\$550
			(\$2294 + \$4 state fee)					
Dixieline	364,250	\$43,833,822	\$1,724	\$50	\$500	\$2,274	\$1,724	\$550
			(\$1720 + \$4 state fee)					

CITY OF NATIONAL CITY



Comprehensive User Fee Study Report

August 2018



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Executive Summary

The City of National City engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identifies 100% full cost recovery for City services and the recommended level of recovery as determined through discussion with departmental staff.

The reality of the local government fee environment is that significant increases to achieve 100% cost recovery can often not be feasible, desirable, or appropriate depending on policy direction —particularly in a single year. The recommended fees identified herein are either at or less than full cost recovery.

User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee.

California User Fee History

Before Proposition 13, California cities were less concerned with potential subsidies and recovering the cost of their services from individual fee payers. In times of fiscal shortages, cities simply raised property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote in order to enact or increase taxes. Since the public continues to resist efforts to raise local government taxes, cities have little control and very few successful options for new revenues. Compounding this limitation, the State of California took a series of actions in the 1990's and 2000's to improve the State's fiscal situation—at the expense of local governments. As an example, in 2004-05, the Educational Revenue Augmentation Funds (“ERAF”) take-away of property taxes and the reduction of Vehicle License Fees have severely reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the “Stop Hidden Taxes Initiative”, which is aimed at defining “regulatory fees” as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person's activities. Proposition 26 contains seven categories of exceptions. The vast majority of fees that cities would seek to adopt will most likely fall into one or more of these exemptions.

Additional Policy Considerations

The recent trend for municipalities is to update their fee schedules to reflect the actual costs of certain public services primarily benefitting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central services support cost allocations were incorporated using the resulting indirect overhead percentages determined through the Cost Allocation Plan. This plan was developed prior to the User Fee study to determine the burden placed upon central services by the operating departments in order to allocate a proportionate share of central service cost.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.

Study Objective

As the City of National City seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principle goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Enhancing fairness and equity
- Ensuring compliance with State law
- Developing an updatable and comprehensive list of fees
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following National City departments and fee groups:

- Building
- City Clerk
- Community Services
- Engineering
- Finance
- Fire
- Neighborhood Services
- Planning

- Police
- Housing and Economic Development

The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.

Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for property-related (non-discretionary) fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

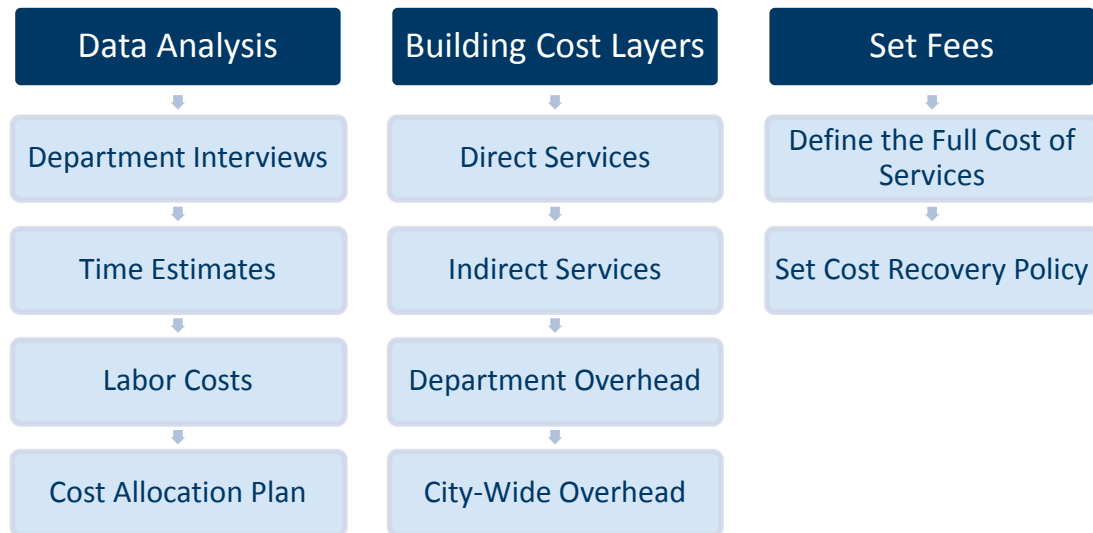
- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Internal Service Costs charged to each department
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan

An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to account for calculated or anticipated hours’ employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, holidays, and other considerations as necessary. Dividing the full cost by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.

Summary Steps of the Study

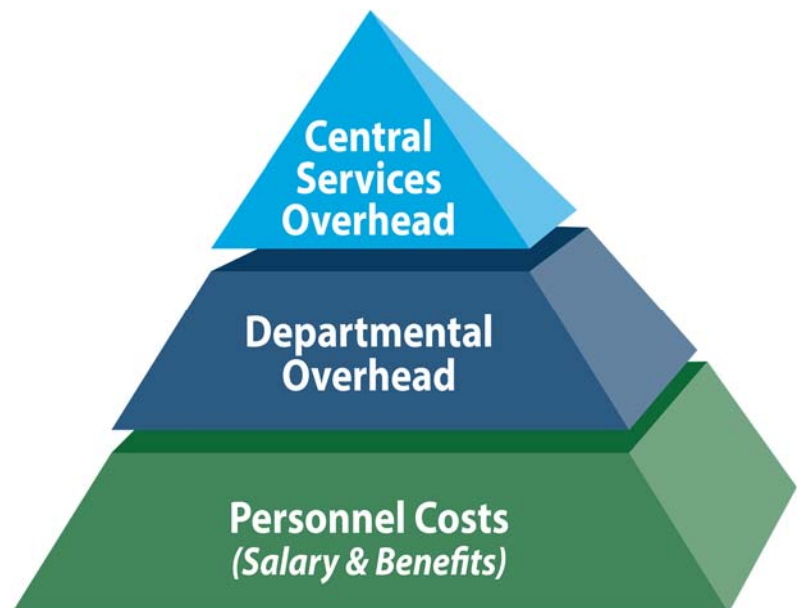
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix A**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, detailed in the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.



Methodology

The three methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Programmatic Approach: The standard Case Study approach relies upon the detailed analysis of specific time estimates, salaries and benefits, expenditures, and overhead costs. In many instances, the underlying data are not available or vary widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence fee levels more than other types of services. With these general constraints, and to maximize the utility of this analysis, Willdan employed a different methodology where appropriate to fit the programs' needs and goals.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonableness tests and validation
- Normalcy/expectation ranges
- FTE balancing
- Internal and external reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated

- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study
 - Departmental overhead and administration costs
 - Indirect overhead from the Cost Allocation Plan
- Changes in processes and procedures within a department, or the city as a whole

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct and indirect work hours (billable/non-billable)
- Time estimates to complete work tasks
- Frequency and current fee levels
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments—on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.

National City User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in [Appendix C](#). Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were predominately determined by Willdan and City Staff through a time and materials survey conducted for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principle goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of National City, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, many services fall into the range between these two extremes. The graphic on the following page illustrates the potential decision basis.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Of course, subsidization can be an effective public policy tool, since it can be used to reduce fees to encourage certain activities (such as compliance inspections to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can

be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without burdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, such as the General Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not receive funds that are otherwise directed to cover subsidies.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

If the City's principal goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other City and departmental goals, City Council priorities, policy initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and creation of a consistent and comprehensive fee schedule was the primary objective of this study. City staff has reviewed the full costs and identified the "recommended fee levels" for consideration by City Council. The attached appendices exhibit these unit fees individually.

The preceding sections provide background for each department or division and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to [Appendix C](#) of this report.

Building

The Building Division provides assistance to residents and the development community on building codes, reviews building plans, and conducts on-site inspections to ensure construction projects are safe and comply with the current adopted building codes. The Division maintains data on building permits issued throughout the City and coordinates final permits with the San Diego County Assessor's office to ensure accurate land use valuation for tax purposes.

Analysis

Willdan individually reviewed the services and programs associated with the Building Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Building relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. The analysis found that current services are being provided well below the cost of providing them. Suggested fee levels were determined to increase cost recovery while mitigating fee increase impacts on demand. Due to the suggested fee levels in [Appendix C](#), the average fee increase would be 21%, and the proposed subsidy levels are also detailed per service. As a result, there would be an increase to 122 fees, a decrease to 24 fees, 5 fees would remain as currently set and 23 new fees would be added.

City Clerk

The City Clerk is an elected official responsible for carrying out the statutory duties prescribed by the California Government Code. In addition, the City Clerk serves as the City's Records Manager.

The City Clerk / Records Manager, as the Custodian of City Records, maintains, manages and stores vital City records and documents including Ordinances, Resolutions, Contracts, Deeds and Bonds; prepares City Council Minutes; oversees the Records Retention and Document imaging Programs; responds to information and Public Records requests; administers City Elections; is the Filing Officer for Campaign Disclosure and Economic Interest Statements; prepares, publishes, posts and mails legal notices; holds the City Seal; certifies City documents; administers all Oaths; maintains the Municipal Code; processes all incoming mail; administers interpretation / translation services and manages the Boards & Commissions application and appointment process.

Analysis

Willdan individually reviewed the services provided by the City Clerk. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The user fee activity associated with City Clerk services is predominantly related to providing for records request. These activities are regulated by the California Public Records Act, and the fees listed in **Appendix C** are set in accordance to recover the cost of duplication of records and research requests that go beyond the guidelines set in the Act. All fees are proposed to stay at its current level and five new fees are added as detailed **Appendix C**.

Community Services

The Community Services Division enriches the community and improves the resident's quality of life through an exceptional blend of recreation, health and wellness, arts, leisure, and cultural programs. The Community Services Department provides youth, adult, and senior programming at Kimball Senior Center, El Toyon Recreation Center, Manuel Portillo Casa De Salud Youth Center, Camacho Recreation Center and Las Palmas Pool. In addition, the Department manages partnerships with local community organizations in an effort to expand services and programs for residents. The Community Services Department oversees the Park, Recreation, & Senior Advisory Board, which acts in matters of policy and administration of the City-owned parks and recreation programs, and the Public Art Committee, which advises the City Council on public art projects meant to increase the aesthetics of parks, public buildings, and new development.

Analysis

Willdan individually reviewed the services associated with the Community Services Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of some of the Community Service department relied upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. It is recommended that the City would increase 5 of the existing fees, a decrease of 4 fees, 14 fees would remain the same and there are 52 new fees for an average fee change of 1%. Community Service fees that were analyzed in this manner as detailed in [Appendix C](#).

The analysis of most Community Service programs encompassed facility rentals, park rentals, pool rentals, and other community services. The fee for use for government owned facilities and property can be set discretionally by the City. The cost of acquisition, maintenance, repair, and upgrade to the City and subsequently the community is offset through rental or use fees. As such these fees should be set using the knowledge of activity use for the facilities, policy desires of the City, and market factors when desirable. It is generally accepted that some Community Service programs provide a measure of public benefit to the residents and City as a whole. In addition, cities generally want to ensure that their programs and services remain affordable to the community at large, and that the programs remain competitive with surrounding jurisdictions. As such while there are some proposed increased fees for services, most are still recommended to retain substantial subsidies as detailed in [Appendix C](#).

Engineering

The Department of Engineering & Public Works oversees the following core activities on behalf of the City of National City: 1) planning, design, engineering, construction and management of capital projects; 2) maintenance of City-owned facilities, parks, streets and other physical infrastructure; and 3) environmental compliance.

Analysis

Willdan individually reviewed the services and programs associated with the Engineering Division. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of services in Engineering relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine whether the current fee is recovering the costs associated with the requested service. The analysis found that there were both services above and below full cost recovery to an almost equal degree. The fee schedule has been expanded to detail more services provided by the department to the community. It is recommended that the City set Engineering fees at or near 100% cost recovery for all fees. As a result, there would be an increase to 20 fees, decrease to 8 fees, 7 fees would remain as currently set, and 36 new fees would also be added as detailed in [Appendix C](#).

Finance

The Finance Department is responsible for financial matters affecting all departments and activities of the City and the Community Development Commission (CDC) of the City of National City. The Finance Department consist of three divisions: Accounting and Reporting, Budget and Reporting, and Revenue Management.

Analysis

Willdan individually reviewed the services associated with the Finance Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Finance relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. It is recommended that the City set Finance fees at or near 100% cost recovery for most fees as detailed in [Appendix C](#) as the analysis found that all current fees were at or below the full cost of providing service. As a result, 13 fees would increase, 2 fees would decrease, 4 fees would remain at their current levels, and 2 new fees would be added. The average fee increase for Finance would be 36%.

Fire

The Fire Department is devoted to providing services that are dedicated to the protection of life and property from fire and other specific hazards. These services add to the security and economic well-being of the community by reducing the probability of a large-scale fire or other threat, which might stop the operation of commercial and industrial occupancies. The Department manages the community's risk by preventing destructive fires from starting through public education and code enforcement activities. For those fires that do occur, the Department provides early confinement and extinguishment while minimizing the risk of further property damage, injury, and death. In addition, the department provides immediate rescue and medical aid to those citizens who become victims of sudden illness and/or accidents. The Department, with the assistance of outside resources, mitigates the uncontrolled releases of hazardous materials. The primary purpose of the Fire Prevention Division is to reduce the chances of destructive fires from starting through the enforcement of the Uniform Fire Code, and to investigate those fires that do occur. In addition to this primary purpose, this Division provides information on fire safety to citizens. This Division also acts as liaison between the City and the San Diego County Department of Health Services for the regulation of hazardous materials. The Department also provides fire protection, emergency medical, and related services to the citizens of the Lower Sweetwater Fire Protection District under a contract between the City, District, and the Port of San Diego.

Analysis

Willdan individually reviewed the services associated with the Fire Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Fire services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The fee schedule has been expanded to detail more services provided by the department to the community. It is recommended that the City set Fire fees at or near 100% cost recovery for most fees. The fee schedule has been expanded to detail more services provided by the department to the community. As a result, 29 fees would increase, 14 fees would decrease, 3 fees would stay the same, and 37 new fees would be added as detailed in [Appendix C](#). The average fee increase for Fire would be an 8% for existing services.

Neighborhood Services

The Neighborhood Services Department houses the Code Enforcement Unit, Graffiti Abatement Unit, Parking Regulations Unit, and Homeless Outreach and is the department in which to apply for Special Events and Temporary Use Permits. Code Enforcement tackles quality of life issues, such as property appearance, land use, and zoning, and enforces the City’s Municipal Code relating to these areas. The Code Conformance Officers also work with the Housing Inspector which deals with housing quality issues related to violations of the Health & Safety Code. The Graffiti Abatement Unit removes graffiti on our public rights-of-way and private property. The Parking Regulations Unit is responsible for the enforcement of local ordinances and California Vehicle Code regulations related to the parking of vehicles. Our Parking Unit also responds to service calls related to abandoned vehicles and works special traffic enforcement details. The Department addresses local homelessness issues as a part of Homeless Outreach effort and works with a two-person Alpha Project team devoted to National City. The Code Enforcement Unit, along with other City departments, including Housing, Grants, and Asset Management; Public Works; and Police, also work to address issues related to homelessness. This unit is responsible for conducting encampment cleanups, service outreach/referrals, and collaboration with other service organizations to decrease homelessness in National City. The Neighborhood Services Department also processes Temporary Use Permits (“TUP”) used for special activities, events, or structures that are beneficial to the public for limited periods of time with coordination of temporary compliance with building, fire, zoning, and other local codes.

Analysis

Willdan individually reviewed the services associated with the Neighborhood Services Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The fees listed under the Neighborhood Services are primarily penalties meant to deter undesirable activities. Those fees should remain at their designated levels as detailed in [Appendix C](#). Some were calculated using a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. It is recommended that the City set Neighborhood services at or near 100% cost recovery for most fees. As a result, 3 fees would increase, 3 fees would decrease, 43 fees would stay the same, and 3 new fees would be added as detailed in [Appendix C](#).

Planning

The Planning Department consists of two sections: Advance Planning and Current Planning. The Advance Planning Section conducts the long-range planning functions and related activities of the City, which includes reviewing, analyzing, evaluating, and developing policies on land use, growth and development, zoning and other land use/development regulations, the environment and natural resources, infrastructure and capital improvements, economic development, strategic planning, sustainability, and other related policies. The section recommends revisions, amendments, and new policies as necessary to the Planning Commission and/or City Council. Environmental evaluation is conducted in accordance with statutory requirements. The Current Planning Section conducts development service functions, which includes reviewing, analyzing, evaluating, and acting or recommending action on land use and development proposals and permit applications. Activities include environmental and natural resource impact analysis, infrastructure improvement needs, and application of best management practices for projects. The staff collaborates with the other development service departments in the processing of development projects. Staff members from Advance and Current Planning support and staff both the Planning Commission and City Council.

Analysis

Willdan individually reviewed the services and programs associated with the Planning Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Planning Services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that there are services whose current fees are currently set above and below the full cost of providing service. On average services are being subsidized, and staff has provided suggested fee levels to increase cost recovery. It is recommended that the City set Planning Services fees at or near 100% cost recovery for most fees as detailed in [Appendix C](#), with specific fees set to retain subsidies. As a result, there would be an increase to 4 fees, decrease to 33 fees, 1 fee would remain as currently set, and 5 new fees would be added.

Police

The Mission of the National City Police Department is to protect the people we serve, enhance public safety, reduce the incidents of crimes as well as the fear of crime, while working with a diverse community to improve their quality of life with duty, honor and integrity, while at all times holding ourselves to the highest service standards for the citizens and members of the National City community. We accomplish this mission by working in partnership with our community and being committed to providing the highest level of service and public safety. We pursue this commitment with an unwavering resolve while respecting the rights and dignity of those we serve. Department wide goals are accomplished through the development of Annual Work Plans; implementation of annual staffing recommendations; continued evaluation of the Department's organizational structure and improvement of services offered (field operations/support services); continuation of involvement in enhancement of the community-based policing philosophy through the expansion of community outreach; further streamlining of the function of detectives and broadening their role in the community; continued improvements to the Department's records function; and, heightened internal and external communications.

Analysis

Willdan individually reviewed the services associated with the Police Department. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Police services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the majority of services are currently provided at subsidy levels. It is recommended that the City set Police fees at the levels suggested in [Appendix C](#), which would result in the average cost recovery for fees being at about 66%. 29 fees would increase, 15 fees would stay the same, and 9 new fees will be added as detailed in [Appendix C](#).

Housing & Economic Development

The Housing & Economic Development Department works to process grants, improve housing conditions and economic prosperity for the citizens of the City of National City.

Analysis

Two new fees were added and the analysis also relied primarily upon the standard unit cost build-up approach. The fees are recommended to be set at full cost recovery as detailed in *Appendix C*.

Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and any other costs that is charged directly to the service requestor.

City of National City- User Fee Overhead Rate Calculations

Department	Salary and Benefits	Department Operations & Administration	Direct Overhead %	Indirect Allocation %
001: Administrative Services - Accounting	1,192,175	289,496	24.3%	0.0%
001: City Attorney - Operations	541,767	92,833	17.1%	0.0%
001: City Clerk	235,923	59,418	25.2%	0.0%
001: City Manager - Operations	847,331	120,545	14.2%	0.0%
001: Community Development	1,638,306	522,309	31.9%	12.6%
001: Engineering & Public Works	881,575	312,955	35.5%	10.1%
001: Fire	4,186,380	1,264,278	30.2%	13.6%
001: Police	16,999,577	4,493,917	26.4%	12.4%
104: Library Fund	879,495	154,515	17.6%	48.9%
105: Parks Maintenance Fund	968,465	212,772	22.0%	37.7%
125: Sewer Service Fund	753,535	323,658	43.0%	6.2%
626: Facilities Maint Fund	741,529	107,888	14.5%	0.0%

Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates of staff positions that provide for the services detailed in [Appendix C](#). The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position. For positions in central service departments, such as the City Clerk and Finance, what is shown is the salary and benefit rate only, as the overhead of central service departments is recovered through the cost allocation plan. When a central service department position works on a fee or project in the purview of an operating department, the overhead rates of the operating department (shown in [Appendix A](#)) will be applied to that central service positions' salary and benefit rate for full cost recovery. For any user fee service request that is outside the scope of the fees detailed in [Appendix C](#), or for services for which there is no fee currently set, the City can charge up to the full cost of the FBHR for personnel involved.

City of National City- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Position Rates		
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - ACCOUNTANT	62.95
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - ACCOUNTING ASSISTANT	46.93
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - Administrative Technician	46.80
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - DIRECTOR OF FINANCE	120.56
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - FINANCIAL SERVICES OFFICER	112.05
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - MANAGEMENT ANALYST II	91.68
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - PAYROLL TECHNICIAN	58.70
001: ADMINISTRATIVE SERVICES - ACCOUNTING	Acct - SENIOR ACCOUNTANT	79.96
001: CITY ATTORNEY - OPERATIONS	Atty - CITY ATTORNEY	135.41
001: CITY ATTORNEY - OPERATIONS	Atty - DEPUTY CITY ATTORNEY	94.22
001: CITY ATTORNEY - OPERATIONS	Atty - EXECUTIVE ASSISTANT IV	65.84
001: CITY ATTORNEY - OPERATIONS	Atty - SR. ASSISTANT CITY ATTORNEY	140.97
001: CITY CLERK	CC - CITY CLERK	0.93
001: CITY CLERK	CC - EXECUTIVE ASSISTANT IV	65.94
001: CITY CLERK	CC - Records Management Officer	116.70
001: COMMUNITY DEVELOPMENT	CD - ADMINISTRATIVE SECRETARY	66.60
001: COMMUNITY DEVELOPMENT	CD - ASSISTANT PLANNER	73.99
001: COMMUNITY DEVELOPMENT	CD - Code Conformance Officer I	45.79
001: COMMUNITY DEVELOPMENT	CD - CODE CONFORMANCE OFFICER II	83.61
001: COMMUNITY DEVELOPMENT	CD - Director of Neighborhood Svcs	175.12
001: COMMUNITY DEVELOPMENT	CD - GRAFFITI REMOVAL ASSISTANT	84.52
001: COMMUNITY DEVELOPMENT	CD - GRAFFITI REMOVAL TECHNICIAN	77.81
001: COMMUNITY DEVELOPMENT	CD - LIBRARY ASSISTANT	26.39
001: COMMUNITY DEVELOPMENT	CD - LIBRARY TECHNICIAN	32.21
001: COMMUNITY DEVELOPMENT	CD - OFFICE AIDE	19.64
001: COMMUNITY DEVELOPMENT	CD - PARKING REGULATIONS OFFICER	57.42
001: COMMUNITY DEVELOPMENT	CD - PRINCIPAL PLANNER	115.20
001: COMMUNITY DEVELOPMENT	CD - RECREATION AIDE	35.90
001: COMMUNITY DEVELOPMENT	CD - RECREATION CENTER SUPERVISOR	54.72
001: COMMUNITY DEVELOPMENT	CD - RECREATION LEADER I	19.23
001: COMMUNITY DEVELOPMENT	CD - RECREATION LEADER II	20.89
001: COMMUNITY DEVELOPMENT	CD - RECREATION LEADER III	22.55

City of National City- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Position Rates		
001: COMMUNITY DEVELOPMENT	CD - RECREATION SPECIALIST	21.61
001: COMMUNITY DEVELOPMENT	CD - RECREATION SUPERINTENDENT	116.63
001: COMMUNITY DEVELOPMENT	CD - SENIOR OFFICE ASSISTANT	50.21
001: CITY MANAGER - OPERATIONS	CM - CITY MANAGER	219.02
001: CITY MANAGER - OPERATIONS	CM - Deputy City Manager	168.42
001: CITY MANAGER - OPERATIONS	CM - EXECUTIVE ASSISTANT IV	34.07
001: CITY MANAGER - OPERATIONS	CM - EXECUTIVE SECRETARY	33.47
001: CITY MANAGER - OPERATIONS	CM - MANAGEMENT ANALYST II	70.33
001: CITY MANAGER - OPERATIONS	CM - SENIOR OFFICE ASSISTANT	45.72
001: ENGINEERING & PUBLIC WORKS	Eng & PW - ASSISTANT CIVIL ENGINEER	80.95
001: ENGINEERING & PUBLIC WORKS	Eng & PW - Associate Civil Engineer	62.37
001: ENGINEERING & PUBLIC WORKS	Eng & PW - ASST DIRECTOR OF PW/ENGR	173.06
001: ENGINEERING & PUBLIC WORKS	Eng & PW - CIVIL ENGINEERING TECHNICIAN	51.61
001: ENGINEERING & PUBLIC WORKS	Eng & PW - DIRECTOR OF PW/CITY ENGINEER	193.51
001: ENGINEERING & PUBLIC WORKS	Eng & PW - EQUIP. MAINT. SUPERVISOR	112.35
001: ENGINEERING & PUBLIC WORKS	Eng & PW - EQUIPMENT MECHANIC	44.76
001: ENGINEERING & PUBLIC WORKS	Eng & PW - EQUIPMENT OPERATOR	75.47
001: ENGINEERING & PUBLIC WORKS	Eng & PW - EXECUTIVE SECRETARY	60.59
001: ENGINEERING & PUBLIC WORKS	Eng & PW - Junior Engineer-Civil	50.43
001: ENGINEERING & PUBLIC WORKS	Eng & PW - LEAD EQUIPMENT MECHANIC	101.81
001: ENGINEERING & PUBLIC WORKS	Eng & PW - MAINTENANCE WORKER	50.61
001: ENGINEERING & PUBLIC WORKS	Eng & PW - MANAGEMENT ANALYST II	104.21
001: ENGINEERING & PUBLIC WORKS	Eng & PW - Principal Civil Engineer	128.05
001: ENGINEERING & PUBLIC WORKS	Eng & PW - SENIOR CIVIL ENGINEERING TECH	72.46
001: ENGINEERING & PUBLIC WORKS	Eng & PW - Senior Construction Inspector	73.32
001: ENGINEERING & PUBLIC WORKS	Eng & PW - SENIOR EQUIPMENT OPERATOR	86.80
001: ENGINEERING & PUBLIC WORKS	Eng & PW - SENIOR OFFICE ASSISTANT	49.79
001: ENGINEERING & PUBLIC WORKS	Eng & PW - SENIOR TRAFFIC PAINTER	85.59
001: ENGINEERING & PUBLIC WORKS	Eng & PW - ST & WASTEWATER MAINT SUPER	109.29
001: ENGINEERING & PUBLIC WORKS	Eng & PW - STREET SWEEPER OPERATOR	79.10
001: ENGINEERING & PUBLIC WORKS	Eng & PW - TRAFFIC PAINTER	61.13
626: FACILITIES MAINT FUND	Facilities - BUILDING TRADES SPECIALIST	53.73
626: FACILITIES MAINT FUND	Facilities - CUSTODIAN	37.58
626: FACILITIES MAINT FUND	Facilities - FACILITIES MAINT. SUPERVISOR	87.13
626: FACILITIES MAINT FUND	Facilities - SUPERVISING CUSTODIAN	23.03
001: FIRE	Fire - ADMINISTRATIVE SECRETARY	60.85
001: FIRE	Fire - BATTALION CHIEF	190.56
001: FIRE	Fire - BUILDING OFFICIAL	134.97
001: FIRE	Fire - DEPUTY FIRE MARSHAL	162.21
001: FIRE	Fire - DIRECTOR OF EMERGENCY SERVICES	192.40
001: FIRE	Fire - FIRE BATTALION CHIEF	255.96
001: FIRE	Fire - FIRE CAPTAIN	208.39
001: FIRE	Fire - FIRE ENGINEER	170.58
001: FIRE	Fire - FIRE INSPECTOR	84.20
001: FIRE	Fire - FIREFIGHTER	108.38
001: FIRE	Fire - MANAGEMENT ANALYST III	109.78
001: FIRE	Fire - PERMIT TECHNICIAN	61.15
001: FIRE	Fire - FIRE SERVICES	140.66
001: FIRE	Fire - SENIOR BUILDING INSPECTOR	84.79
001: FIRE	Fire - SENIOR OFFICE ASSISTANT	58.74

City of National City- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Position Rates		
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - COMMUNITY DEVELOPMENT MANAGER	112.76
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - COMMUNITY DEVELOPMENT SPEC II	57.49
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - DIR OF HOUSING & ECONOMIC DEV	134.29
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - HOUSING ASSISTANT	51.57
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - HOUSING INSPECTOR II	61.87
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - HOUSING PROGRAMS MANAGER	110.75
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - HOUSING SPECIALIST	64.80
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - Property Agent	70.66
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - SENIOR HOUSING SPECIALIST	75.14
001: HOUSING, GRANTS & ASSET MANAGEMENT	Housing - SENIOR OFFICE ASSISTANT	46.58
001: ADMINISTRATIVE SERVICES - HUMAN RESOUR	HR - ADMINISTRATIVE SECRETARY	64.56
001: ADMINISTRATIVE SERVICES - HUMAN RESOUR	HR - EXECUTIVE ASSISTANT II	68.25
001: ADMINISTRATIVE SERVICES - HUMAN RESOUR	HR - MANAGEMENT ANALYST II	92.05
001: ADMINISTRATIVE SERVICES - HUMAN RESOUR	HR - SENIOR OFFICE ASSISTANT/RISK	50.24
629: INFORMATION SYSTEMS MAINTENANC	Info Sys - MGMT INFO SYSTEMS TECH I	40.55
629: INFORMATION SYSTEMS MAINTENANC	Info Sys - MGMT INFO SYSTEMS TECH II	47.00
629: INFORMATION SYSTEMS MAINTENANC	Info Sys - MGMT. INFO. SYSTEMS MANAGER	98.83
104: LIBRARY FUND	Library - Academic Enrichment Prog Coord	53.83
104: LIBRARY FUND	Library - CITY LIBRARIAN	194.77
104: LIBRARY FUND	Library - LIBRARIAN	56.01
104: LIBRARY FUND	Library - LIBRARY ASSISTANT	32.52
104: LIBRARY FUND	Library - LIBRARY TECHNICIAN	39.01
104: LIBRARY FUND	Library - OFFICE AIDE	23.41
104: LIBRARY FUND	Library - Senior Librarian	87.70
104: LIBRARY FUND	Library - Senior Library Technician	78.72
105: PARKS MAINTENANCE FUND	Parks - LEAD TREE TRIMMER	85.05
105: PARKS MAINTENANCE FUND	Parks - PARK CARETAKER	66.99
105: PARKS MAINTENANCE FUND	Parks - PARK SUPERINTENDENT	128.39
105: PARKS MAINTENANCE FUND	Parks - PARK SUPERVISOR	93.46
105: PARKS MAINTENANCE FUND	Parks - PARKS EQUIPMENT OPERATOR	109.38
105: PARKS MAINTENANCE FUND	Parks - SEASONAL PARK AIDE	24.08
105: PARKS MAINTENANCE FUND	Parks - SENIOR PARK CARETAKER	81.04
105: PARKS MAINTENANCE FUND	Parks - TREE TRIMMER	74.94
001: POLICE	Pol - ADMINISTRATIVE SECRETARY	66.74
001: POLICE	Pol - ANIMAL CONTROL OFFICER	72.08
001: POLICE	Pol - Animal Regulations Officer	60.97
001: POLICE	Pol - ASSISTANT CHIEF OF POLICE	229.65
001: POLICE	Pol - COMMUNITY SERVICES OFFICER	62.28
001: POLICE	Pol - CRIME ANALYST	76.71
001: POLICE	Pol - EXECUTIVE ASSISTANT II	65.52
001: POLICE	Pol - Mgmt. Info. Systems Tech. I	61.58
001: POLICE	Pol - Mgmt. Info. Systems Tech. II	98.80
001: POLICE	Pol - POLICE CAPTAIN	223.71
001: POLICE	Pol - POLICE CHIEF	250.75
001: POLICE	Pol - POLICE CORPORAL	163.95
001: POLICE	Pol - Police Dispatch Supervisor	93.08
001: POLICE	Pol - POLICE DISPATCHER	71.55
001: POLICE	Pol - POLICE INVESTIGATIVE AIDE	36.80
001: POLICE	Pol - POLICE INVESTIGATOR	60.85
001: POLICE	Pol - POLICE LIEUTENANT	209.72

City of National City- User Fee

Fully Burdened Hourly Rate Calculation

Department	Position	Fully Burdened Hourly Rate
Position Rates		
001: POLICE	PoI - POLICE OFFICER	137.28
001: POLICE	PoI - POLICE OPERATIONS ASSISTANT	60.21
001: POLICE	PoI - POLICE RECORDS CLERK	41.20
001: POLICE	PoI - POLICE RECORDS SUPERVISOR	71.77
001: POLICE	PoI - POLICE RECRUIT	51.02
001: POLICE	PoI - POLICE SERGEANT	182.09
001: POLICE	PoI - PROPERTY & EVIDENCE SPEC I	56.68
001: POLICE	PoI - PROPERTY & EVIDENCE SPEC II	89.22
001: POLICE	PoI - PROPERTY & EVIDENCE SUPERVISOR	85.72
001: POLICE	PoI - SENIOR OFFICE ASSISTANT	58.16
001: POLICE	PoI - SENIOR POLICE DISPATCHER	118.44
001: POLICE	PoI - STOP GRANT OFFICE COORDINATOR	57.31
001: POLICE	PoI - TRAINING COORDINATOR	60.12
125: SEWER SERVICE FUND	Sewer - EQUIPMENT OPERATOR	84.49
125: SEWER SERVICE FUND	Sewer - MAINTENANCE WORKER	38.50
125: SEWER SERVICE FUND	Sewer - STREET SWEEPER OPERATOR	77.58
125: SEWER SERVICE FUND	Sewer - WASTEWATER CREW CHIEF	91.92

Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees in which the full cost, existing fee and suggested fee is listed as “NA”, the amount or percentage was not calculable based on cost data or variable fee structure. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one to one basis, a full cost was not calculated (for penalties and fines), or when there is not a current fee amount to compare against.

I. Building

Administrative Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	Travel and Documentation (standard) (2 trips)	89.00		
2	Travel and Documentation (each additional trip)	59.00		
3	Permit Issuance	59.00		
4	Construction & Demolition Admin Fee	118.00		
MECHANICAL PERMIT FEES				
#	Description	Current Fee/Charge	Unit	
1	Stand Alone Mechanical Plan Check	118.00		
2	Air Conditioning Unit	29.00		
3	Furnaces (F. A. U., Floor)	29.00		
4	Heater (_Wall)	29.00		
5	Appliance Vent/Chimney (Only)	19.00		
6	Refridgeration Compressor	59.00		
7	Boiler	59.00		
8	Chiller	59.00		
9	Heat Pump (Package Unit)	29.00		
10	Heater (Unit, Radiant, etc.)	29.00		
11	Air Handler	29.00		
12	Duct Work Only	59.00		
13	Evaporative Cooler	29.00		
14	Make-up Air System	59.00		
15	Moisture Exhaust Duct (Clothes Dryer)	9.00		
16	Vent Fan (Single Duct)	9.00		
17	Vent System	29.00		
18	Exhaust Hood and Duct (Residential)	29.00		
19	Exhaust Hood- Type I (Commercial Grease Hood)	59.00		
20	Exhaust Hood - Type II (Commercial Steam Hood)	59.00		
21	Non- Residential Incinerator	59.00		
22	Refrigerator Condenser Remote	59.00		
23	Walk- in Box I Refrigerator Coil	59.00		
ELECTRICAL PERMIT FEES				
#	Description	Current Fee/Charge	Unit	Notes
1	Stand Alone Electrical Plan Check	118.00		
2	Single Phase Service	37.00	per 100 amps	
3	Three Phase Service	58.00	per 100 amps	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$130.66	1%	\$130.00	\$41
\$88.26	0%	\$88.00	\$29
\$45.87	2%	\$45.00	-\$14
NA	NA	\$118.00	\$0

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$139.57	0%	\$139.00	\$21
\$109.46	61%	\$43.00	\$14
\$109.46	61%	\$43.00	\$14
\$109.46	61%	\$43.00	\$14
\$109.46	74%	\$28.00	\$9
\$109.46	20%	\$88.00	\$29
\$124.75	29%	\$88.00	\$29
\$124.75	29%	\$88.00	\$29
\$145.95	71%	\$43.00	\$14
\$109.46	61%	\$43.00	\$14
\$109.46	61%	\$43.00	\$14
\$130.66	33%	\$88.00	\$29
\$145.95	71%	\$43.00	\$14
\$130.66	33%	\$88.00	\$29
\$130.66	90%	\$13.00	\$4
\$130.66	90%	\$13.00	\$4
\$130.66	67%	\$43.00	\$14
\$130.66	67%	\$43.00	\$14
\$145.95	40%	\$88.00	\$29
\$145.95	40%	\$88.00	\$29
\$145.95	40%	\$88.00	\$29
\$145.95	40%	\$88.00	\$29
\$145.95	40%	\$88.00	\$29

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$139.57	0%	\$139.00	\$21
\$124.75	56%	\$55.00	\$18
\$124.75	30%	\$87.00	\$29

I. Building

ELECTRICAL PERMIT FEES

#	Description	Current Fee/Charge	Unit	Notes
4	All Other Types of Construction			
5	15 or 20 amp - First 10 circuits	19.00	each	
6	15 or 20 amp - next 90 circuits	9.00	each	
7	15 or 20 amp -over 100 circuits	5.00	each	
8	25 to 40 amp circuits	29.00	each	
9	50 to 175 amp circuits	39.00	each	
10	200 amp and larger circuits	49.00	each	
11	Temporary Service	29.00	each	
12	Temporary Pole	29.00	each	
13	Pre- Inspection	118.00	per hour	
14	Generator Installation	29.00	per kw	

PLUMBING PERMIT FEES

#	Description	Current Fee/Charge	Unit	Notes
1	Stand Alone Plumbing Plan Check	118.00		
2	Fixtures	9.00	each	
3	Gas System	19.00	first outlet	
4	Gas Outlets	9.00	each additional	
5	Building Sewer	29.00		
6	Grease Trap	29.00		
7	Backflow Preventer 1 through 5	19.00	up to 5	
8	Backflow Preventer - each additional (More than 5)	4.00	each	
9	Roof Drain - Rainwater System	59.00		
10	Water Heater - Residential	50.00	No Admin Fee	
10	Water Heater - Commercial	50.00	No Admin Fee	
11	Water Pipe Repair I Replacement	19.00		
12	Drain- Vent Repair I Alterations	19.00		
13	Drinking Fountain	29.00		
14	Solar Water System Fixtures	59.00		solar panels, tanks, water treatment equipment
15	Graywater Systems (per hour)	118.00	each	
16	Medical Gas System (Each Outlet)	9.00	each	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$145.95	81%	\$28.00	\$9
\$145.95	91%	\$13.00	\$4
\$145.95	95%	\$7.00	\$2
\$145.95	71%	\$43.00	\$14
\$145.95	60%	\$58.00	\$19
\$145.95	50%	\$73.00	\$24
\$145.95	71%	\$43.00	\$14
\$145.95	71%	\$43.00	\$14
\$100.08	0%	\$100.00	-\$18
\$145.95	71%	\$43.00	\$14

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$139.57	0%	\$139.00	\$21
\$130.66	90%	\$13.00	\$4
\$130.66	79%	\$28.00	\$9
\$84.79	85%	\$13.00	\$4
\$130.66	67%	\$43.00	\$14
\$145.95	71%	\$43.00	\$14
\$145.95	81%	\$28.00	\$9
\$84.79	93%	\$6.00	\$2
\$130.66	33%	\$88.00	\$29
\$130.66	62%	\$50.00	\$0
\$130.66	1%	\$130.00	\$80
\$130.66	79%	\$28.00	\$9
\$130.66	79%	\$28.00	\$9
\$130.66	67%	\$43.00	\$14
\$145.95	40%	\$88.00	\$29
\$145.95	1%	\$145.00	\$27
\$145.95	91%	\$13.00	\$4

I. Building				
MISCELLANEOUS				
#	Description	Current Fee/Charge	Unit	Notes
1	Repetitive plan check review	First permit at 100% of Fee Schedule Rate, each additional at 25% for Plan Check Fee, Inspections @ Full Fee Schedule Rate		
2	General Update Fee	10.00	Per application	
3	Antenna-Telecom Facility			
4	Equipment container	653.00	each	
5	Cellular/Mobile Phone, free-standing	475.00	each	
6	Cellular/Mobile Phone, co-location	415.00	each	
7	Awning/Canopy (Supported by building)	296.00	each	
8	Balcony Addition	475.00	each	
9	Building Moving Application Fee	831.00	each	
10	Carport	415.00	up to 500 sq.ft.	
11	Change of Occupancy	623.00	each	
12	Close Existing Openings	237.00	each	
13	Compliance Inspections/Reinspections	237.00	each	
14	Condo Conversion	475.00	each unit	
15	Covered Porch	593.00	each	
16	Deck	534.00	each	
17	Demolition-Residential Partial Demo (flat fee)	100.00	each	
18	Demolition - Residential	178.00	each	
19	Demolition- MultiFamily/Commercial	296.00	each	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	First permit at 100% of Fee Schedule Rate, each additional at 25% for Plan Check Fee, Inspections @ Full Fee Schedule Rate	\$0
5%	0%	5%	NA
\$776.82	0%	\$776.00	\$123
\$590.97	0%	\$590.00	\$115
\$532.98	0%	\$532.00	\$117
\$480.84	8%	\$444.00	\$148
\$590.97	0%	\$590.00	\$115
\$747.13	0%	\$747.00	-\$84
\$638.97	3%	\$622.00	\$207
\$275.33	0%	\$275.00	-\$348
\$656.28	9%	\$600.00	\$363
\$134.59	0%	\$134.00	-\$103
\$633.37	0%	\$633.00	\$158
\$621.65	0%	\$621.00	\$28
\$606.31	0%	\$606.00	\$72
\$290.31	48%	\$150.00	\$50
\$310.59	14%	\$267.00	\$89
\$341.27	0%	\$341.00	\$45

I. Building				
MISCELLANEOUS				
#	Description	Current Fee/Charge	Unit	Notes
20	Door-New	390.00	installation each	
21	Drywall (first 500 sq.ft.)	118.00	each sheet	
22	Each additional 100 sq.ft.	9.00	Up to 100 lif	
23	Fence or Freestanding Wall (non- masonry) >7 feet in height	267.00	Up to 100 lif	
24	Each additional 100 Lin. Feet	29.00	each 100 lif	
25	Fence or Freestanding Wall (masonry) >4 feet in height	356.00	Up to 100 lif	
26	each additional 100 lif	59.00	each 100 lif	
27	Fireplace		Schedule Rate	
28	Masonry	267.00	each	
29	Pre-Fabricated/Metal	207.00	each	
30	Flag pole (over 30 feet in height)	296.00	each	
31	Garage (Residential)			
32	Attached	415.00	up to 750 sq. ft.	
33	Detached	415.00	up to 750 sq. ft.	
34	Greenhouse (non- commercial)	415.00	each	
35	Insulation	296.00	each	
36	Lighting pole	296.00	each	
37	Each additional pole	59.00	each	
38	Partition-Commercial, Interior	168.00	up to 30 l.f.	
39	Additional partition	9.00	each 30 l.f	
40	Partition-Residential, Interior	168.00	up to 30 l.f.	
41	Additional partition	9.00	each 30 l.f	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$359.52	0%	\$359.00	-\$31
\$140.14	0%	\$140.00	\$22
\$42.40	69%	\$13.00	\$4
\$354.93	0%	\$354.00	\$87
\$42.40	1%	\$42.00	\$13
\$420.47	0%	\$420.00	\$64
\$57.74	1%	\$57.00	-\$2
Variable	NA	Schedule Rate	\$0
\$600.49	33%	\$400.00	\$133
\$339.33	9%	\$310.00	\$103
\$404.87	0%	\$404.00	\$108
\$829.74	25%	\$622.00	\$207
\$829.74	25%	\$622.00	\$207
\$372.21	0%	\$372.00	-\$43
\$207.62	0%	\$207.00	-\$89
\$404.87	0%	\$404.00	\$108
\$57.74	1%	\$57.00	-\$2
\$511.15	51%	\$252.00	\$84
\$87.13	85%	\$13.00	\$4
\$511.15	51%	\$252.00	\$84
\$87.13	85%	\$13.00	\$4

I. Building								
42	Patio Cover with out calcs	475.00	per 300 sq.ft.		\$584.78	0%	\$584.00	\$109
43	Patio Cover with calcs	593.00	per 300 sq.ft.		\$685.25	0%	\$685.00	\$92
44	Photovoltaic System	415.00	per system		\$378.12	0%	\$378.00	-\$37
45	Pile Foundation							
46	Cast in place concrete (first 10_giles)	475.00	up to 10		\$548.58	0%	\$548.00	\$73
47	Additional Piles (increments of 10)	178.00	each 10		\$109.87	1%	\$109.00	-\$69
48	Driven (steel, pre-stressed concrete)	534.00	up to 10		\$563.92	0%	\$563.00	\$29
49	Additional Piles (increments of 10)	237.00	each 10		\$125.21	0%	\$125.00	-\$112
50	Pre- Plan Check Appointments (first hour)	118.00	each		\$196.23	10%	\$177.00	\$59
51	Pre-Plan Check appt (each add'l 1/2 hour)	59.00	each		\$98.11	10%	\$88.00	\$29
52	Remodel-Residential							
53	500 sq.ft.	593.00	up to 500 sq.ft.		\$748.84	0%	\$748.00	\$155
54	Additional Remodel	29.00	each 100 sq. ft.		\$49.94	14%	\$43.00	\$14
55	Re-roof							
56	Tile/Shake- first 500 sq.ft.	260.00	up to 500 sq. ft.		\$240.65	0%	\$240.00	-\$20
57	each additional 100 sq.ft.	9.00	each 100 sq. ft.		\$44.74	71%	\$13.00	\$4
58	Camp/Metal- first 500 sq.ft.	260.00	up to 500 sq. Ft.		\$240.65	0%	\$240.00	-\$20
59	each additional 100 sq.ft.	9.00	each 100 sq. ft.		\$44.74	71%	\$13.00	\$4
60	Roof Structure Replacement	534.00	up to 500 sq.ft.		\$648.71	0%	\$648.00	\$114
61	each additional 100 sq.ft.	48.00	each 100 sq. ft.		\$54.88	2%	\$54.00	\$6
62	Residential Re- Plumb (Flat Rate)	207.00	each unit		\$130.66	1%	\$130.00	-\$77
63	Residential Re-Wire (Flat Rate)	207.00	each unit		\$130.66	1%	\$130.00	-\$77
64	Room Addition- First Story							
65	Up to 500 sq.ft.	712.00	up to 500 sq. ft.		\$864.57	0%	\$864.00	\$152

I. Building				
66	each additional 100 sq.ft.	28.00	each 100 sq. ft.	
67	Up to 500 sq. ft.with calcs	890.00	up to 500 sq.ft.	
68	each addition per 100 sq. ft. with calcs	38.00	each 100 sq. ft.	
69	Room Addition-Multi- story			
70	Up to 500 sq.ft	950.00	up to 500 sq. ft.	
71	each addition per 100 sq. ft.	28.00	each 100 sq. ft.	
72	Up to 500 sq.ft. with calcs	1,128.00	each 500 sq. ft.	
73	each addition per 100 sq.ft. with calcs	38.00	each 100 sq. ft.	
74	Sauna	207.00	each	
75	Siding	178.00	per 400 sq.ft.	
76	Additional siding	19.00	each 400 sq.ft.	
77	Signs			
78	Pole Sign, Non-electric	296.00	each	
79	Pole Sign, Electric	326.00	each	
80	Wall/Awning Sign, Non-electric	207.00	each	
81	Wall Sign-Electric	296.00	each	
82	Skylight	207.00	each	
83	Spa or Hot Tub (Pre-Fabricated)	178.00	each	
84	Stairs-First Flight	178.00	first flight	
85	each additional flight	29.00	per flight	
86	Storage Racks			
87	over 8' high (up to 100 sq.ft.)	268.00	first 100 sq. ft.	
88	each additional 100 sq.ft.	29.00	each 100 sq. ft.	
89	Stucco Applications	237.00	up to 400 sq.ft.	
90	Additional stucco application	29.00	per each 400 sq.ft.	

\$92.07	54%	\$42.00	\$14
\$1,135.21	0%	\$1,135.00	\$245
\$52.28	1%	\$52.00	\$14
\$1,165.81	0%	\$1,165.00	\$215
\$49.68	15%	\$42.00	\$14
\$1,296.88	0%	\$1,296.00	\$168
\$94.67	40%	\$57.00	\$19
\$370.30	16%	\$310.00	\$103
\$173.05	0%	\$173.00	-\$5
\$42.40	34%	\$28.00	\$9
\$362.47	0%	\$362.00	\$66
\$412.67	0%	\$412.00	\$86
\$318.13	3%	\$310.00	\$103
\$341.27	0%	\$341.00	\$45
\$424.12	27%	\$310.00	\$103
\$331.79	20%	\$267.00	\$89
\$374.19	29%	\$267.00	\$89
\$71.13	40%	\$43.00	\$14
\$473.56	15%	\$402.00	\$134
\$49.94	14%	\$43.00	\$14
\$234.67	0%	\$234.00	-\$3
\$49.94	14%	\$43.00	\$14

I. Building				
91	Swimming Pool/ Spa			
92	Residential Non-Pre-Fabricated	475.00	up to 800 sq. ft.	
93	each additional 100 sq.ft.	39.00	each 100 sq. ft.	
94	Commercial Non-Pre-Fabricated	564.00	up to 800 sq. ft.	
95	Commercial each add'l 100 sq.ft.	39.00	each 100 sq. ft.	
96	Window or Sliding Glass Door			
97	New Window (Non-Structural)	168.00	each	
98	Each additional (Non-Structural)	255.00	each	
99	New Window Structural	27.00	each	
100	Each additional structural	27.00	each	
101	Repair/Replace-First 10 Windows (Retro-fit Windows)	New	1 thru 10	
102	Repair/Replace-Each additional 5 (Retro-fit Windows)	New	Increments of 5	
103	Plan Change and/or Review (Standard Hourly Rate)	118.00		
104	Research	59.00	per 1/2 hour	
105	Supplemental Inspection Fee	118.00	flat	per hour
106	Emergency (Non- Scheduled) Call- Out Fee	475.00	4 hours	
107	After Hours (Scheduled) Call- Out Fee	236.00	2 hours	
108	Each additional hour	118.00	per hour	
109	Pubic Records Act Copies	Refer to City Clerk Fees		
110	Certificate of Occupancy	New	Each	
111	Certificate of Occupancy (Duplicate)	New	Each	
112	Temporary Certificate of Occupancy	New	Each	
113	Addressing of New or Existing Buildings	New	Per Hour	Min. 1 Hour
114	Job Card Replacement	New	Each	
115	Refund Processing	New	Each	
116	Change of Contractor/Architect or Owner	New	Each	
117	Product Review	New	Each	
118	Request/Reseach for alternative methods	New	Per Hour	Min. 1 Hour
119	Additional Plan Check Fee after Third Submittal	New	Each	
120	Supplemental Plan Check/Plan Change	New	Per Hour	1 Hour Minimum

\$675.76	0%	\$675.00	\$200
\$52.54	1%	\$52.00	\$13
\$741.30	0%	\$741.00	\$177
\$52.54	1%	\$52.00	\$13
\$413.98	39%	\$252.00	\$84
\$49.42	19%	\$40.00	-\$215
\$479.00	20%	\$382.00	\$355
\$49.42	19%	\$40.00	\$13
\$243.12	10%	\$219.00	NA
\$42.40	1%	\$42.00	NA
\$170.14	0%	\$170.00	\$52
Variable	NA	Hourly Rate of Personnel	NA
\$100.08	0%	\$100.00	-\$18
\$354.45	0%	\$354.00	-\$121
\$184.87	0%	\$184.00	-\$52
\$100.08	0%	\$100.00	-\$18
Variable	NA	Refer to City Clerk Fees	\$0
\$79.61	25%	\$60.00	NA
\$49.03	0%	\$49.00	NA
\$238.52	22%	\$187.00	NA
\$196.13	0%	\$196.00	NA
\$36.49	1%	\$36.00	NA
\$128.64	18%	\$105.00	NA
\$128.64	0%	\$128.00	NA
\$82.77	1%	\$82.00	NA
\$154.54	0%	\$154.86	NA
\$154.86	0%	\$154.86	NA
\$154.86	0%	\$154.86	NA

I. Building								
121	Trash Enclosure	New	Each		\$391.50	12%	\$346.00	NA
122	Commercial Coach (Constructon/Temporary Trailers)	New	Each		\$264.31	17%	\$219.00	NA
123	Modular Structures	New	Each		\$722.41	0%	\$722.00	NA
124	Mezzanine							
125	First 500 Square Feet	New	Each		\$509.87	2%	\$500.00	NA
126	Each additional 500 Square Feet	New	Each		\$42.40	0%	\$42.40	NA
127	Electrical Vehicle Charging Sation							
128	Residential (SFD or Duplex)	New	Each		\$264.31	17%	\$219.00	NA
129	Commercial or Multifamily Residential	New	First		\$264.31	17%	\$219.00	NA
130	Commercial or Multifamily Residential	New	Each Additional		\$181.96	77%	\$42.00	NA

II. City Clerk

City Clerk Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	Copies - 8x11 standard - first page	1.00		
2	Copies - 8x11 standard - additional page	0.15	per page	
3	Copies - 8x11 color - first page	1.00		
4	Copies - 8x11 color - additional page	0.25	per page	
5	Copies - oversized standard - first page	1.00		
6	Copies - oversized standard - additional page	0.50	per page	
7	Oversized color - first page	1.00		
8	Oversized color - additional page	1.00	per page	
9	Campaign Disclosure Form	0.10	per page	
10	Documents provided on CD/DVD (City provides CD/DVD)	New		
11	Documents provided on CD/DVD (Requester provides CD/DVD)	New		
12	Documents provided on USB flash drive (City provides flash drive)	New		
13	Documents provided on USB flash drive (Requestor provides flash drive)	New		
14	Electronic Copy Rate	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$1.00	\$0.00
NA	NA	\$0.15	\$0.00
NA	NA	\$1.00	\$0.00
NA	NA	\$0.25	\$0.00
NA	NA	\$1.00	\$0.00
NA	NA	\$0.50	\$0.00
NA	NA	\$1.00	\$0.00
NA	NA	\$1.00	\$0.00
NA	NA	\$0.10	\$0.00
\$20.84	47%	\$11.00	NA
\$19.84	50%	\$10.00	NA
\$24.84	40%	\$15.00	NA
\$19.84	50%	\$10.00	NA
NA	NA	\$0.10	NA

III. Community Services

Community Services Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	Athletic Field Lights - resident	10.00	per hour	
2	Athletic Field Lights - non-resident	20.00	per hour	
3	Athletic Field/Facility User Fee - non-resident	50.00	per hour	
4	Athletic Field/Facility Maintenance Fee - non-resident per participant	10.00		
5	Tiny Tots - resident per session	40.00		
6	Tiny Tots - non-resident per session	60.00		
7	Contractual Classes Revenue Sharing - Instructor/City	70%/30%		
10	Recreation Swimming - adult resident	3.00		
11	Recreation Swimming - youth resident 0-12 years	1.00		
12	Recreation Swimming - senior resident 65 or older	1.50		
13	Recreation Swimming - adult non-resident	2.00		
14	Recreation Swimming - youth non-resident 0-12 years	2.00		
15	Recreation Swimming - senior non-resident 55 or older	2.00		
16	Private Swim Lesson - resident per class	New		
17	Private Swim Lesson - non-resident per class	New		
18	Learn to Swim Program - resident per class	25.00		
19	Learn to Swim Program - non-resident per class	40.00		
20	Swim Pass (30 entries) - adult resident	60.00		
21	Swim Pass (30 entries) - youth resident 0-12 years	20.00		
22	Swim Pass (30 entries) - senior resident 65 or older	30.00		
23	Swim Pass (30 entries) - adult non-resident	60.00		
24	Swim Pass (30 entries) - youth non-resident 0-12 years	45.00		
25	Swim Pass (30 entries) - senior non-resident 65 or older	45.00		
26	Swim Team - youth novice per month	New		
27	Swim Team - youth intermediate per month	New		
28	Swim Team - youth advanced per month	New		
29	Masters Swim per month	New		
30	Masters Swim per day	New		
31	Water Polo Clinic - resident per class	New		
32	Water Polo Clinic - non-resident per class	New		
33	American Red Cross Lifeguard Training Course	New		
34	American Red Cross CPR Course	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$10.00	\$0
NA	NA	\$20.00	\$0
NA	NA	\$50.00	\$0
NA	NA	\$10.00	\$0
NA	NA	\$40.00	\$0
NA	NA	\$80.00	\$20
NA	NA	70%/30%	\$0
NA	NA	\$3.00	\$0
NA	NA	\$1.00	\$0
NA	NA	\$1.50	\$0
NA	NA	\$4.00	\$2
NA	NA	\$3.00	\$1
NA	NA	\$3.00	\$1
NA	NA	\$20.00	NA
NA	NA	\$30.00	NA
NA	NA	\$5.00	-\$20
NA	NA	\$7.00	-\$33
NA	NA	\$45.00	-\$15
NA	NA	\$20.00	\$0
NA	NA	\$30.00	\$0
NA	NA	\$60.00	\$0
NA	NA	\$45.00	\$0
NA	NA	\$45.00	\$0
NA	NA	\$50.00	NA
NA	NA	\$60.00	NA
NA	NA	\$75.00	NA
NA	NA	\$30.00	NA
NA	NA	\$5.00	NA
NA	NA	\$5.00	NA
NA	NA	\$7.00	NA
NA	NA	\$100.00	NA
NA	NA	\$50.00	NA

III. Community Services

Community Services Fees				
#	Description	Current Fee/Charge	Unit	Notes
35	American Red Cross First Aid Course	New		
36	Pool Rental 50 meter lane - schools per lane, per hour	New		
37	Pool Rental 50 meter lane - non-profit per lane, per hour	New		
38	Pool Rental 50 meter lane - commercial per lane, per hour	New		
39	Pool Rental whole pool - schools per hour	New		
40	Pool Rental whole pool - non-profit per hour	New		
41	Pool Rental whole pool - commercial per hour	New		
42	Pool Rental water polo course - schools per hour	New		
43	Pool Rental water polo course - non-profit per hour	New		
44	Pool Rental water polo course - commercial per hour	New		
45	Pool Snack bar rental - schools per hour	New		
46	Pool Snack bar rental - non-profit per hour	New		
47	Pool Snack bar rental - commercial per hour	New		
48	Pool Birthday Party (2 hours) - resident	New		
49	Pool Birthday Party (2 hours) - non-resident	New		
50	Recreation Program - adult resident	New		
51	Recreation Program - adult non-resident	New		
52	Recreation Program - youth resident	New		
53	Recreation Program - youth non-resident	New		
54	Summer Camp - youth non-resident	New		
55	Summer Programs and Camps	25% of the cost		
56	Lifeguard Fee - schools per hour, per guard	20.00		contract
57	Lifeguard Fee - non-profit and commercial per hour, per guard	30.00	per hour/guard	contract
58	Membership Card Fee - non-resident	New		
59	Membership Card Replacement	New		
60	Open Play Sports & Fitness Center - adult non-resident per day	New		
61	National City Aquatic Center Facility Use Fee - resident per hour	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$50.00	NA
NA	NA	\$12.00	NA
NA	NA	\$15.00	NA
NA	NA	\$20.00	NA
NA	NA	\$100.00	NA
NA	NA	\$130.00	NA
NA	NA	\$175.00	NA
NA	NA	\$75.00	NA
NA	NA	\$85.00	NA
NA	NA	\$100.00	NA
NA	NA	\$2.00	NA
NA	NA	\$5.00	NA
NA	NA	\$10.00	NA
NA	NA	\$150.00	NA
NA	NA	\$200.00	NA
NA	NA	40% of the cost	NA
NA	NA	70% of the cost	NA
NA	NA	40% of the cost	NA
NA	NA	70% of the cost	NA
NA	NA	50% of the cost	NA
NA	NA	25% of the cost	NA
\$25.20	1%	\$25.00	\$5
\$25.20	1%	\$25.00	-\$5
NA	NA	\$2.00	NA
\$2.26	11%	\$2.00	NA
NA	NA	\$2.00	NA
NA	NA	\$100.00	NA

III. Community Services

Community Services Fees				
#	Description	Current Fee/Charge	Unit	Notes
62	National City Aquatic Center Facility Use Fee - non-resident per hour	New		
63	National City Aquatic Center Facility Use Fee - non-profit resident per hour	New		
64	National City Aquatic Center Facility Use Fee - non-profit non-resident per hour	New		
65	National City Aquatic Center Facility Use Fee - commercial resident per hour	New		
66	National City Aquatic Center Facility Use Fee - commercial non-resident per hour	New		
67	Recreation Center Facility Use Fee - non-profit resident	New		
68	Recreation Center Facility Use Fee - non-profit non-resident	New		
69	Alcohol Processing Fee	New		
70	Administrative Processing Fee (facility rentals)	New		
71	Administrative Processing Fee (sports field rentals)	New		
72	AV Equipment Set Up/Clean Up	New		
73	Kitchen Deposit	New		
74	Key Deposit	New		
75	Cleaning and Damage Deposit with alcohol	New		
76	Cleaning and Damage Deposit without alcohol	New		
77	AV Equipment Deposit	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$120.00	NA
NA	NA	\$140.00	NA
NA	NA	\$160.00	NA
NA	NA	\$180.00	NA
NA	NA	\$200.00	NA
NA	NA	\$50.00	NA
NA	NA	\$75.00	NA
NA	NA	\$200.00	NA
NA	NA	\$50.00	NA
NA	NA	\$30.00	NA
NA	NA	\$100.00	NA
NA	NA	\$60.00	NA
NA	NA	\$100.00	NA
NA	NA	\$400.00	NA
NA	NA	\$100.00	NA
NA	NA	\$100.00	NA

IV. Engineering

Engineering Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	Record of Survey	796.00		
2	Encroachment Agreement	490.00		
3	Special Driveway Permit	368.00		
4	Easement Dedication	796.00		
5	Lot Line Adjustment	1,259.00		
6	Ice Cream Truck Inspection Fee	50.00		
7	Inflatable Jumper Permit	25.00		
8	Flood Hazard Area Permit	201.00		
9	Minor Construction Permit	396.00		
10	Minor Utility Company Permit	512.00		
11	Major Utility Company Permit Tier 1 (less than 1500 lf trenching)	New		
12	Major Utility Company Permit Tier 2 (1500 lf-3000 lf trenching)	New		
13	Notice of Violation	New		
14	Sewer Connection Fee	New		
15	Industrial Waste Disposal Permit	New		
16	Batch Discharge Request	New		
17	Transportation Permit (Oversized Vehicles)	New		
18	FEMA Certificate of Elevation	New		
19	Dumpster Permit	New		
20	Activate the Right of Way Program (streamlined permit for outdoor displays and café style seating)	New		
21	Construction Permit Renewal Fee	50.00		
22	Sewer Discharge Renewal Fee	100.00		
23	Other Engineering Review Services	New		
24	Other Engineering Inspection Services	New		
25	Project Initiation Fee	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$422.40	0%	\$422.00	-\$374
\$500.55	0%	\$500.00	\$10
\$500.55	0%	\$500.00	\$132
\$500.55	0%	\$500.00	-\$296
\$1,109.92	1%	\$1,100.00	-\$159
\$72.46	31%	\$50.00	\$0
\$60.59	59%	\$25.00	\$0
\$699.88	50%	\$350.00	\$149
\$337.58	2%	\$330.00	-\$66
\$425.82	1%	\$420.00	-\$92
\$705.01	1%	\$700.00	NA
\$1,410.03	1%	\$1,400.00	NA
NA	NA	Actual Cost	NA
\$2,027.22	41%	\$1,200.00	NA
\$699.88	1%	\$690.00	NA
\$138.74	6%	\$130.00	NA
NA	NA	\$16-Single Trip/\$90 Annual	NA
\$102.51	2%	\$100.00	NA
\$36.23	31%	\$25.00	NA
\$153.41	67%	\$50.00	NA
\$72.46	31%	\$50.00	\$0
\$72.46	1%	\$72.00	-\$28
NA	NA	Actual Cost	NA
NA	NA	Actual Cost	NA
NA	NA	Actual Cost	NA

IV. Engineering

Parking Fees (Excludes Specific Plan Areas and Specific Districts)

#	Description	Current Fee/Charge	Unit	Notes
1	Annual Parking District Renewal	35.00		
2	Temporary Parking Permit	New		
3	RV Parking Permit	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$30.30	1%	\$30.00	-\$5
NA	NA	\$2.00	NA
NA	NA	\$2.00	NA

Sewer Capacity Fees

#	Description	Current Fee/Charge	Unit	Notes
1	District Service Fee Equivalent Dwelling Unit Of 280 GPD	182.84		
2	Apartment House/Duplex 1 Bedroom Unit	109.70		
3	Apartment House/Duplex 2 Bedroom Unit	137.13		
4	Apartment House/Duplex 3 Bedroom Unit	182.84		
5	Apartment House/Duplex Each Bedroom in excess of 3 Bedrooms	45.71		
6	Condominiums Each Individual Unit	182.84		
7	Hotels/Motels/Auto Courts per living unit w/o kitchen	60.33		
8	Hotels/Motels/Auto Courts per living unit w/kitchen	91.42		
9	Churches per Seating Unit of 150 or any fraction thereof	243.17		
10	Restaurants No Seating (Drive Thru/Take Out)	488.18		
11	Restaurants With Seating per each unit of 7 seats or fraction thereof	182.84		
12	Yogurt Shoppe	164.55		
13	Automobile Service Stations Not more than 4 pumps	365.68		
14	Automobile Service Stations more than 4 pumps	548.52		
15	Self-Service Laundry per Each Washer	137.13		
16	Mobile Home Parks per Each Trailer Space	137.13		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$1,930.00	\$1,747
NA	NA	\$1,160.00	\$1,050
NA	NA	\$1,450.00	\$1,313
NA	NA	\$1,930.00	\$1,747
NA	NA	\$480.00	\$434
NA	NA	\$1,930.00	\$1,747
NA	NA	\$530.00	\$470
NA	NA	\$960.00	\$869
NA	NA	\$2,570.00	\$2,327
NA	NA	\$5,160.00	\$4,672
NA	NA	\$1,930.00	\$1,747
NA	NA	\$1,740.00	\$1,575
NA	NA	\$3,860.00	\$3,494
NA	NA	\$5,800.00	\$5,251
NA	NA	\$1,450.00	\$1,313
NA	NA	\$1,450.00	\$1,313

IV. Engineering

Sewer Capacity Fees				
#	Description	Current Fee/Charge	Unit	Notes
17	Stores/Offices/Business/Small Industrial not listed	182.84		
18	All Others not listed see Formula J (Engineering to Calculate)	Based on Formula J		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$1,930.00	\$1,747
NA	NA	Based on Formula J	\$0

Building Use Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	MLK Facility Use - North Room During Business Hours	New		
2	MLK Facility Use - South Room During Business Hours	New		
3	MLK Facility Use - Combined Room During Business Hours	New		
4	MLK Facility Use - North Room After Business Hours	New		
5	MLK Facility Use - South Room After Business Hours	New		
6	MLK Facility Use - Combined Room After Business Hours	New		
7	MLK Facility Use - Cleaning Deposit without Alcohol	300.00		
8	MLK Facility Use - Cleaning Deposit with Alcohol	600.00		
9	MLK Facility Use - Kitchen	200.00		
10	MLK Facility Use - Equipment Set Up and Break Down (tables, chairs, AV equipment)	250.00		
11	Alcohol Fee - see Community Services			

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$224.51	2%	\$220.00	NA
\$224.51	2%	\$220.00	NA
\$224.51	2%	\$220.00	NA
\$243.30	1%	\$240.00	NA
\$243.30	1%	\$240.00	NA
\$243.30	1%	\$240.00	NA
Variable	NA	\$300.00	\$0
Variable	NA	\$600.00	\$0
NA	NA	\$200.00	\$0
\$75.16	0%	\$75.00	-\$175

IV. Engineering

Storm Water and FOG fees

#	Description	Current Fee/Charge	Unit	Notes
1	FOG (Self-Verification)	New		
2	FOG (Inspection)	New		
3	Storm Water Basic Inspection	New		
4	Storm Water Individual Inspection <2 acres	New		
5	Stormwater Individual Inspection >2 acres	New		
6	Corrective action letter	New		
7	NOV	New		
8	Citation	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$40.00	0%	\$40.00	NA
\$130.00	0%	\$130.00	NA
\$50.00	0%	\$50.00	NA
\$150.00	0%	\$150.00	NA
\$200.00	0%	\$200.00	NA
\$125.00	0%	\$125.00	NA
\$250.00	0%	\$250.00	NA
NA	NA	Full Cost Time & Materials	NA

Structural BMPs

#	Description	Current Fee/Charge	Unit	Notes
1	Maintenance Verification Form (Self-Verification)	New		
2	Maintenance Verification Form (follow-up)	New		
3	Structural BMPs Inspection for project with <10 BMPs - High priority project & No Response	New		
4	Structural BMPs Inspection for project with >10 BMPs - High priority project & No Response	New		
5	Structural BMPs Deficiency (Notice + Follow-up)	New		
6	NOV	New		
7	Citation	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$60.00	0%	\$60.00	NA
\$80.00	0%	\$80.00	NA
\$250.00	0%	\$250.00	NA
\$350.00	0%	\$350.00	NA
\$150.00	0%	\$150.00	NA
\$300.00	0%	\$300.00	NA
NA	NA	Full Cost Time & Materials	NA

Contact or 3rd party work will be charged at Actual Cost and incur a 25% Admin overhead for staff support.

NOTES: Larger Private Development Projects will be charged thru T&A Deposit Accounts; subject to 25% Administrative overhead. Engineering to coordinate with Building regarding Engineering Plan Check and Inspections for Building Permits.

V. Finance

Finance Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	Pet License Admin Fee	17.50	per animal	
2	Business License Duplicate	10.00		
3	Business License Name Change	11.00		
4	Non-compliant Audit	15.00		
5	Business License Change of Location within City - Small	50.00		
6	Business License Change of Location within City - Medium	50.00		
7	Business License Change of Location within City - Large	50.00		
8	New Business License Processing (small)	50.00		
9	New Business License Processing (medium)	50.00		
10	New Business License Processing (large)	50.00		
11	Used Dealer State License Processing	50.00		
13	Certified Business License List	50.00		
14	Return Check 1-10 days	25.00		
15	Return Check 10 or more days	35.00		
16	Return Check - each addtl 10 days	10.00		
17	Inspection Fee (field, including TUP)	50.00		
18	TUP Review	New		
19	Garage Sales Permit	5.00		
20	Business License Appeals	25.00		
21	PRA Copies	Per City Clerk's Fee		
22	Credit card convenience fee	New		Over \$1,000

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$35.20	26%	\$26.00	\$9
\$11.73	6%	\$11.00	\$1
\$14.08	1%	\$14.00	\$3
\$23.46	6%	\$22.00	\$7
\$220.67	66%	\$75.00	\$25
\$346.98	74%	\$90.00	\$40
\$473.28	79%	\$100.00	\$50
\$244.13	69%	\$75.00	\$25
\$370.44	76%	\$90.00	\$40
\$496.74	80%	\$100.00	\$50
\$58.98	2%	\$58.00	\$8
\$15.49	3%	\$15.00	-\$35
NA	NA	\$25.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$10.00	\$0
\$35.20	1%	\$35.00	-\$15
\$11.73	15%	\$10.00	NA
\$9.39	25%	\$7.00	\$2
\$31.44	1%	\$31.00	\$6
NA	NA	Per City Clerk's Fee	\$0
NA	NA	Actual Cost	NA

VI. Fire

Fire & Safety Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	Commercial/Multi-Family Residential			
2	Plan Review: Sprinklers/New (less than 20,000 sf)	995.00		
3	Plan Review: Sprinklers/New (20,001 - 45,000 sf)	1,004.00		
4	Plan Review: Sprinklers/New (45,001 - 80,000 sf)	1,807.00		
5	Plan Review: Sprinklers/New (80,001 - 100,000 sf)	2,510.00		
6	Plan Review: Sprinklers/New (100,000 + sf)	3,213.00		
7	Each additional 10 units or fraction thereof	324.14		
8	Plan Review: Sprinklers/Improvement (less than 20,000 sf)	700.00		
9	Plan Review: Sprinklers/Improvement (20,001 - 45,000 sf)	900.00		
10	Plan Review: Sprinklers/Improvement (45,001 - 80,000 sf)	1,300.00		
11	Plan Review: Sprinklers/Improvement (80,001 - 100,000 sf)	1,800.00		
12	Plan Review: Sprinklers/Improvement (100,000 + sf)	2,500.00		
13	Each additional 10 units or fraction thereof	163.00		
14	Residential (Single Family)			
15	Plan Review: Sprinklers New (less than 3,000 sf)	New		
16	Plan Review: Sprinklers New (more than 3,000 sf)	New		
17	Plan Review: Sprinklers Tenant Improvement (less than 3,000 sf)	New		
18	Plan Review: Sprinklers Tenant Improvement (more than 3,000 sf)	New		
19	Plan Review: Fire Alarm System New (less than 20,000 sf)	800.00		
20	Plan Review: Fire Alarm System New (20,001 – 45,000 sf)	1,000.00		
21	Plan Review: Fire Alarm System New (45,001 – 80,000 sf)	1,300.00		
22	Plan Review: Fire Alarm System New (80,001 – 100,000sf)	1,500.00		
23	Plan Review: Fire Alarm System New (100,000 + sf)	2,000.00		
24	Each additional 10 units or fraction thereof	324.00		
25	Plan Review: Fire Alarm System/Improvement (less than 20,000 sf)	New		
26	Plan Review: Fire Alarm System/Improvement (20,001 – 45,000 sf)	New		
27	Plan Review: Fire Alarm System/Improvement (45,001 – 80,000 sf)	New		
28	Plan Review: Fire Alarm System/Improvement (80,001 – 100,000sf)	New		
29	Plan Review: Fire Alarm System/Improvement (100,000 + sf)	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$1,088.69	0%	\$1,088.00	\$93
\$1,250.90	0%	\$1,250.00	\$246
\$1,893.85	0%	\$1,893.00	\$86
\$2,246.62	0%	\$2,246.00	-\$264
\$3,114.36	0%	\$3,114.00	-\$99
\$311.44	0%	\$311.00	-\$13
\$735.92	0%	\$735.00	\$35
\$898.13	0%	\$898.00	-\$2
\$1,527.90	0%	\$1,527.00	\$227
\$1,899.72	0%	\$1,899.00	\$99
\$2,380.46	0%	\$2,380.00	-\$120
\$238.05	0%	\$238.00	\$75
\$449.07	0%	\$449.00	NA
\$530.17	0%	\$530.00	NA
\$367.96	0%	\$367.00	NA
\$449.07	0%	\$449.00	NA
\$735.92	0%	\$735.00	-\$65
\$1,041.28	0%	\$1,041.00	\$41
\$1,365.69	0%	\$1,365.00	\$65
\$1,731.64	0%	\$1,731.00	\$231
\$2,056.05	0%	\$2,056.00	\$56
\$205.61	0%	\$205.00	-\$119
\$449.07	0%	\$449.00	NA
\$611.27	0%	\$611.00	NA
\$935.68	0%	\$935.00	NA
\$1,355.38	0%	\$1,355.00	NA
\$1,679.79	0%	\$1,679.00	NA

VI. Fire

Fire & Safety Fees				
#	Description	Current Fee/Charge	Unit	Notes
30	Each additional 10 units or fraction thereof	New		
31	Plan Review: Fire Sprinkler Underground Piping	552.00		
32	Plan Review: Fire Protection System/Improvement (hood systems and piping replacement)	703.00		
33	Plan Review: Underground/Aboveground Piping Repairs	552.00		
34	Plan Review: Underground Tank Removal	903.00		
35	Plan Review: Underground Tank Installation	1,004.00		
36	Plan Review: Aboveground Tank Installation	1,004.00		
37	Plan Review: Aboveground Tank, Removal	703.00		
38	CFC: Canopy			
39	0 – 400 sf	0.00		
40	401 – 500 sf	250.00		
41	501 – 600 sf	300.00		
42	601 – 700 sf	400.00		
43	CFC: Tent			
44	0 – 200 sf	200.00		
45	201+ sf	400.00		
46	Carnival and Fairs (Single Day)	New		
47	Carnival and Fairs (Multiple Day)	New		
48	CFC: Fireworks, Barge Loading*	459.00		
49	CFC: Fireworks Permit	502.00		
50	*Fireworks Inspection fee. (Additional hours after the first two hour is billed at \$163.00 per hour).	New		
51	CFC: Hydrant Use	100.00		
52	CFC: Private Fire Hydrant Installation	349.00		
53	CFC: Permit (See Attached List)			
54	Annual Fire Inspection Hazardous Occupancy	451.00		
55	New CFC Operational Permits	200.00		
56	Fire Training	200.00		
57	Special Services	200.00		
58	Hot Work (Week Daily Permit Building Construction)	200.00		
59	Marine Fueling Inspection	New		
60	False Alarm Response	803.00		
61	Complaints – Noncompliance	401.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$167.98	1%	\$167.00	NA
\$1,441.46	43%	\$828.00	\$276
\$898.13	0%	\$898.00	\$195
\$735.92	0%	\$735.00	\$183
\$879.07	0%	\$879.00	-\$24
\$1,575.31	4%	\$1,506.00	\$502
\$1,250.90	0%	\$1,250.00	\$246
\$735.92	0%	\$735.00	\$32
Na	NA	\$0.00	\$0
\$353.78	0%	\$353.00	\$103
\$394.33	0%	\$394.00	\$94
\$515.99	0%	\$515.00	\$115
\$353.78	15%	\$300.00	\$100
\$678.19	12%	\$600.00	\$200
\$515.99	0%	\$515.00	NA
\$1,031.98	0%	\$1,031.00	NA
\$515.99	0%	\$515.00	\$56
\$545.36	0%	\$545.00	\$43
\$324.41	0%	\$324.00	NA
\$219.94	32%	\$150.00	\$50
\$611.27	14%	\$523.00	\$174
\$434.89	0%	\$434.00	-\$17
\$191.58	0%	\$191.00	-\$9
\$191.58	0%	\$191.00	-\$9
\$191.58	0%	\$191.00	-\$9
\$219.94	0%	\$219.00	\$19
\$315.22	0%	\$315.00	NA
NA	NA	\$803.00	\$0
\$383.16	0%	\$383.00	-\$18

VI. Fire

Fire & Safety Fees				
#	Description	Current Fee/Charge	Unit	Notes
62	Fire Clearance Inspections	New		Fire Clearance Inspection required for approval of applicant licenses, such as those required by private, county, state, or federal agencies per code. This fee may be required in addition to other applicable fees found within the fee schedule
63	Fire Safety Re-inspection/Multiple Inspection Fee	251.00		
64	Fire Department Standby (Additional hours after the first two hour is billed at \$191.00 per hour).	200.00		
65	Technical Services/After-Hour Technical Inspection Fee	200.00		
66	Copies (\$1.00/first page and \$0.15 for each page after)	Actual Cost		
67	CFC: Operational Permit (Commodity Report) - Hourly Fee	New		
68	Knox Box Request/Application	New		
69	Health Care Facility Inspection - 0-20 Beds	New		Convalescent Hospitals, nursing homes, homes for the aged, sanitariums and like institutional occupancies.
70	Health Care Facility Inspection - 21-50 Beds	New		Convalescent Hospitals, nursing homes, homes for the aged, sanitariums and like institutional occupancies.
71	Health Care Facility Inspection - 51-100 Beds	New		Convalescent Hospitals, nursing homes, homes for the aged, sanitariums and like institutional occupancies.
72	Health Care Facility Inspection - each additional 25 beds in excess of 100 beds (or fraction thereof)	New		
73	Hospital Inspection- each additional 50 beds in excess of 250 beds (or fraction thereof)	New		
74	Residential License Care/Large Family Day Care Inspection	New		Pre-inspections for residential care facilities (H&S Code). This includes community care facilities, residential care facilities for the elderly or child day care facilities.
75	Residential Apartment Complexes Inspection - 4-50 Units	New		
76	Residential Apartment Complexes Inspection - 51-100 Units	New		
77	Residential Apartment Complexes Inspection - 101-150 Units	New		
78	Residential Apartment Complexes Inspection - 151-200 Units	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$176.89	0%	\$176.89	NA
\$275.78	0%	\$275.00	\$24
\$381.13	21%	\$300.00	\$100
\$191.58	0%	\$191.00	-\$9
NA	NA	Actual Cost	\$0
\$477.42	0%	\$477.00	NA
\$84.20	0%	\$84.00	NA
\$84.20	0%	\$84.00	NA
\$126.31	0%	\$126.00	NA
\$210.51	0%	\$210.00	NA
\$84.20	0%	\$84.00	NA
\$673.63	81%	\$126.00	NA
\$155.68	0%	\$155.00	NA
\$155.68	0%	\$155.00	NA
\$239.88	0%	\$239.00	NA
\$324.08	0%	\$324.00	NA
\$408.29	0%	\$408.00	NA

VI. Fire

Fire & Safety Fees				
#	Description	Current Fee/Charge	Unit	Notes
79	Residential Apartment Complexes Inspection - Each additional 50 units (or fraction thereof)	New		
80	Annual Commercial/New Business License Inspection - 0-6,000 sq. ft.	New		
81	Annual Commercial/New Business License Inspection - 6,001-12,000 sq. ft.	New		
82	Annual Commercial/New Business License Inspection - 12,001-25,000 sq. ft.	New		
83	Annual Commercial/New Business License Inspection - 25,001-50,000 sq. ft.	New		
84	Annual Commercial/New Business License Inspection - 50,001-100,000 sq. ft.	New		
85	Annual Commercial/New Business License Inspection - Each Additional 25,000 sf in excess of 100,000 sf (or fraction thereof)	New		
86	Educational Occupancies			Fees for Educational occupancies do not apply to public schools. Fees do apply to private schools including, but not limited to, pre-schools and day cares falling in E or I Occupancy groups.
87	Less than 50 persons	New		
88	Each additional 50 persons (or fraction thereof) in excess of 50 persons	New		
89	Scope of Work Permit/Tenant Improvement	New		Scope of work performed of Tenant Improvements shall include no more than 2 fire alarm devices or 2 fire sprinkler heads in a single occupancy. Fire Marshal approval is required.

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$155.68	46%	\$84.00	NA
\$134.63	0%	\$134.00	NA
\$218.83	0%	\$218.00	NA
\$303.03	0%	\$303.00	NA
\$387.24	0%	\$387.00	NA
\$471.44	0%	\$471.00	NA
\$134.63	0%	\$134.00	NA
\$197.78	0%	\$197.00	NA
\$42.10	0%	\$42.00	NA
\$286.86	0%	\$286.00	NA

VII. Neighborhood Services

Neighborhood Services Fees

#	Description	Current Fee/Charge	Unit	Notes
1	Class A Temporary Use Permit	237.00		
2	Class B Temporary Use Permit	95.00		
3	Code Release / Demand Statement	New		
4	Class C Temporary Use Permits	New		
5	Graffiti removal	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$1,783.86	85%	\$272.00	\$35
\$1,005.66	89%	\$109.00	\$14
\$83.61	28%	\$60.00	NA
\$1,005.66	95%	\$50.00	NA
Variable	NA	Actual Cost	NA

Code Conformance

#	Description	Current Fee/Charge	Unit	Notes
1	Administrative Citation - 1st Violation	100.00	each	
2	Administrative Citation - 2nd Violation w/in the same year	200.00	each	
3	Administrative Citation - greater than two violations in the same year	500.00	each	
4	Notice of Violation Filing Appeal	405.30		
5	Vacant Building Monitoring Fee	No fee		
6	Appeal of Abatement Notice	475.00	each	
7	Abandoned Building Inspection Fee	178.00	each	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$100.00	\$0
NA	NA	\$200.00	\$0
NA	NA	\$500.00	\$0
\$218.58	9%	\$200.00	-\$205
\$83.61	28%	\$60.00	\$60
\$218.58	9%	\$200.00	-\$275
\$218.58	22%	\$170.00	-\$8

Parking Enforcement

#	Description	Current Fee/Charge	Unit	Notes
1	Parked In Bicycle Lane	35.00		
2	Parked Within Intersection	25.00		
3	Parked In Crosswalk	25.00		
4	Parked Within 15' Of Fire Sta Drive Way	25.00		
5	Blocking A Driveway	25.00		
6	Parked On Sidewalk	25.00		
7	Obstructing Traffic	25.00		
8	Double Parked	25.00		
9	Bus Zone	25.00		
10	Disabled Zone/ Curb Cut	25.00		
11	18" From The Curb/ Wrong Way	25.00		
12	Must Park Parallel	25.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$35.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0

VII. Neighborhood Services

Parking Enforcement

#	Description	Current Fee/Charge	Unit	Notes
13	Handicap Parking Only	330.00		
14	Blocking Access To Handicap Pkg	330.00		
15	Parked On Handicap Lines	330.00		
16	Freeway Vending	35.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$330.00	\$0
NA	NA	\$330.00	\$0
NA	NA	\$330.00	\$0
NA	NA	\$35.00	\$0

Equipment Violations

#	Description	Current Fee/Charge	Unit	Notes
1	Broken/ Defective Windshield	35.00		
2	Expired Registration	35.00		
3	False Tabs	50.00		
4	License Plates/ 2 Required	30.00		
5	Plate Position	30.00		
6	No Cover Allowed Over Plate	30.00		
7	Missing Current Tabs	60.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$50.00	\$0
NA	NA	\$30.00	\$0
NA	NA	\$30.00	\$0
NA	NA	\$30.00	\$0
NA	NA	\$60.00	\$0

City Municipal Parking Violations

#	Description	Current Fee/Charge	Unit	Notes
1	Parked On Parkway	35.00		
2	Climbing/ Jumping Curbs	25.00		
3	Parked On Unpaved Surface	35.00		
4	Blocking Sidewalk	25.00		
5	72 Hr Storage On Public Street	50.00		
6	Washing / Repairing On Street	35.00		
7	Parking On Hills/ Wheel Crimping	35.00		
8	Red/Yellow/White/Green Curb	35.00		
9	Parking In Alley	35.00		
10	Posted No Parking 1 Hr	25.00		
11	2/ 4 Hour Time Limit	25.00		
12	Posted No Parking	35.00		
13	Commercial In Residential	35.00		
14	Fire Lane	35.00		
15	Tractor/ Trailer Parked In Residential	35.00		
16	Parking On Boat Ramp	35.00		
17	Parking Recreational Vehicles on City Street 11.32.366	100.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
NA	NA	\$35.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$50.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$25.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
NA	NA	\$35.00	\$0
N/A	N/A	\$100.00	\$0

VIII. Planning

Development			
#	Description	Current Fee/Charge	Current 25% Initial Deposit
1	Annexation	9,940.00	2,485.00
2	Coastal Dev Permit with Public Hearing	9,940.00	2,485.00
3	Coastal Dev Permit without Public Hearing	8,730.00	2,182.50
4	Code Amendment	9,940.00	2,485.00
5	Conditional Use Permit	7,890.00	1,972.50
6	Consistency Review	10,130.00	2,532.50
7	General Plan Amendment	9,940.00	2,485.00
8	Historic Site Designation	5,050.00	1,262.50
9	Initial Study	7,270.00	1,817.50
10	Local Coastal Program (LCP) Amendment	9,940.00	2,485.00
11	Minor Use Permit	New	
12	Planned Development Permit	7,890.00	1,972.50
13	Preliminary Site Plan Review (per review)	2,840.00	710.00
14	Request to Initiate General Plan/Specific Plan/Zoning Amendment	6,430.00	1,607.50
15	Specific Plan	9,940.00	2,485.00
16	Specific Plan Amendment	7,740.00	1,935.00
17	Substantial Conformance - Council, Commission	5,660.00	1,415.00
18	Substantial Conformance - Staff Review	3,690.00	922.50
19	Time Extension with Public Hrg (CUP, PD, Variance)	5,710.00	1,427.50
20	Time Extension without Public Hrg (CUP, PD, Variance)	4,990.00	1,247.50
21	Variance	8,020.00	2,005.00
22	Zone Map Change	9,940.00	2,485.00

Subdivision			
#	Description	Current Fee/Charge	25% Initial Deposit
1	Certificate of Compliance	2,690.00	672.50
2	Lot Merger	2,690.00	672.50
3	Street Vacation	8,900.00	2,225.00
4	Street Vacation Initiation	4,040.00	1,010.00
5	Tentative Parcel Map	6,500.00	1,625.00

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$4,697.97	4%	\$4,500.00	-\$5,440
\$3,396.77	1%	\$3,350.00	-\$6,590
\$798.65	6%	\$750.00	-\$7,980
\$5,568.94	1%	\$5,500.00	-\$4,440
\$3,732.62	1%	\$3,700.00	-\$4,190
\$3,732.62	1%	\$3,700.00	-\$6,430
\$5,568.94	1%	\$5,500.00	-\$4,440
\$2,587.65	42%	\$1,500.00	-\$3,550
\$1,103.03	0%	\$1,100.00	-\$6,170
\$5,568.94	1%	\$5,500.00	-\$4,440
\$763.82	15%	\$650.00	NA
\$3,732.62	1%	\$3,700.00	-\$4,190
\$633.82	5%	\$600.00	-\$2,240
\$1,002.30	0%	\$1,000.00	-\$5,430
\$6,650.19	0%	\$6,650.00	-\$3,290
\$5,568.94	1%	\$5,500.00	-\$2,240
\$1,215.50	38%	\$750.00	-\$4,910
\$798.65	37%	\$500.00	-\$3,190
\$1,100.30	0%	\$1,100.00	-\$4,610
\$452.37	12%	\$400.00	-\$4,590
\$3,732.62	1%	\$3,700.00	-\$4,320
\$5,568.94	1%	\$5,500.00	-\$4,440

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$809.05	1%	\$800.00	-\$1,890
\$636.40	6%	\$600.00	-\$2,090
\$4,002.45	0%	\$4,000.00	-\$4,900
\$1,096.05	9%	\$1,000.00	-\$3,040
\$3,352.62	11%	\$3,000.00	-\$3,500

VIII. Planning

Subdivision

#	Description	Current Fee/Charge	25% Initial Deposit
6	Tentative Subdivision Map	9,940.00	2,485.00
7	Time Extension, Tentative Parcel Map	2,280.00	570.00
8	Time Extension, Tentative Subdivision	3,840.00	960.00

Miscellaneous

#	Description	Current Fee/Charge	Unit
1	Appeal, Project Processing (non- refundable) Project	3,710.00	
2	Home Occupation Permit	220.00	
3	Large Family Day Care	310.00	
4	Mills Act Application	\$100 per \$100,000 of Assessed Value, Maximum \$500.00	
5	Research Fee (per hour)	180.00	
6	Zoning/Rebuild Letters	75.00	
7	Interim Use Permit	New	
8	General Update Fee	10.00	Per application
9	Scanning Fee (fee to scan file content once approved)	2.50	Per application

Signs

#	Description	Current Fee/Charge	Unit
1	Banners, Administrative Fee	40.00	
2	Banners, Processing (reimbursable)	1,975.00	Deposit
3	Painted Wall Sign	40.00	
4	Reface Sign	40.00	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$4,002.84	0%	\$4,000.00	-\$5,940
\$1,100.30	9%	\$1,000.00	-\$1,280
\$1,100.30	9%	\$1,000.00	-\$2,840

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$1,100.30	9%	\$1,000.00	-\$2,710
\$102.79	3%	\$100.00	-\$120
\$102.79	3%	\$100.00	-\$210
\$2,207.65	0%	\$2,207.00	NA
NA	NA	Actual Cost	NA
\$102.79	22%	\$80.00	\$5
\$1,614.31	7%	\$1,500.00	NA
5%	0%	5%	NA
\$2.50	0%	\$2.50	\$0

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$47.30	-27%	\$60.00	\$20
NA	NA	\$500.00	-\$1,475
\$65.80	9%	\$60.00	\$20
\$65.80	9%	\$60.00	\$20

IX. Police

Police Fees				
#	Description	Current Fee/Charge	Unit	Notes
1	Dog License, 1 year unaltered	13.00		set in accordance with GC 30652
2	Dog License, 1 year altered	13.00		set in accordance with GC 30652
3	Dog License, 2 year unaltered	13.00		set in accordance with GC 30652
4	Dog license, 2 year altered	13.00		set in accordance with GC 30652
5	Dog License, 3 year unaltered	13.00		set in accordance with GC 30652
6	Dog License, 3 year altered	13.00		set in accordance with GC 30652
7	Dog License Replacement	13.00		set in accordance with GC 30652
8	Jurisdictional Transfer of Dog License	13.00		
9	Animal Quarantine Release	75.00		
10	Animal Relinquishment	50.00		
11	Dead Animal Pickup	6.00		
12	Tranquilizer	76.00		
13	Guard Dog Permit	76.00		
14	Non-Allowed Animal Permit	76.00		
15	Alarm Permit	30.00		
16	Second Response Permit (loud music, parties)	153.00		
17	False Alarm Response (NCMC 10.45.130) - 3rd	50.00		
18	False Alarm Response (NCMC 10.45.130) - 4th	75.00		
19	False Alarm Response (NCMC 10.45.130) - 5th	100.00		
20	False Alarm Response (NCMC 10.45.130) - 6th	156.00		
21	False Alarm Response (NCMC 10.45.130) - 7th or more	200.00		
22	Negligent Vehicle Impound/Release	124.00		
23	Ticket Sign Off	10.00		
24	Vehicle Repossession	15.00		
25	Research Hourly Rate	60.00	per hour	
26	Deposit Deposition of Subpoena (refundable or recover T/M)	275.00		
27	Accident Report - Person Involved	10.00		
28	Accident Report - Insurance & Attorneys	13.00		
29	Crime Report - Person Involved	10.00		
30	Crime Report - Insurance & Attorneys	13.00		
31	Request for Report - Person Involved	10.00		
32	Request for Report - Insurance & Attorneys	13.00		
33	Record Check/Clearance Letter/No Record	20.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
Variable	NA	\$30.00	\$17
Variable	NA	\$15.00	\$2
Variable	NA	\$52.00	\$39
Variable	NA	\$26.00	\$13
Variable	NA	\$72.00	\$59
Variable	NA	\$36.00	\$23
Variable	NA	\$15.00	\$2
NA	NA	\$13.00	\$0
\$144.16	0%	\$144.00	\$69
\$108.12	0%	\$108.00	\$58
\$72.08	38%	\$45.00	\$39
\$144.16	0%	\$144.00	\$68
\$144.16	0%	\$144.00	\$68
\$144.16	0%	\$144.00	\$68
\$30.90	3%	\$30.00	\$0
NA	NA	\$153.00	\$0
NA	NA	\$100.00	\$50
NA	NA	\$150.00	\$75
NA	NA	\$200.00	\$100
NA	NA	\$300.00	\$144
NA	NA	\$400.00	\$200
NA	NA	\$124.00	NA
\$15.57	4%	\$15.00	\$5
NA	NA	\$15.00	\$0
NA	NA	Actual Cost	NA
NA	NA	\$275.00	\$0
\$20.60	27%	\$15.00	\$5
\$20.60	3%	\$20.00	\$7
\$20.60	27%	\$15.00	\$5
\$20.60	3%	\$20.00	\$7
\$20.60	27%	\$15.00	\$5
\$20.60	3%	\$20.00	\$7
\$30.90	3%	\$30.00	\$10

IX. Police

Police Fees				
#	Description	Current Fee/Charge	Unit	Notes
34	Request for Background Checks (fee to be charged to contractors, no fee for Law Enforcement Agencies)	20.00		
35	Photographs/Videos/CDs/DVDs	19.00		
36	Video (DVD) for Body Worn Camera Footage	19.00		
37	Public Records Request Copies	Subject to City Clerk's Fees		
38	Download Accident or Stolen Vehicle Report from Website	New		Stolen Vehicle Rpts no longer available
39	Massage Police Permit Fee	New		
40	Massage Police Permit Fee - Renewal	New		
41	Fingerprinting	New		
42	Pawnshop Permit Fee	New		
43	ABC Permit Fee	New		
44	Firearms Storage Fee	New	per day	

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$30.90	3%	\$30.00	\$10
\$89.22	0%	\$89.00	\$70
\$73.59	1%	\$73.00	\$54
NA	NA	Subject to City Clerk's Fees	\$0
\$20.60	13%	\$18.00	NA
\$877.06	17%	\$725.00	NA
\$241.95	7%	\$225.00	NA
\$41.20	3%	\$40.00	NA
\$93.55	4%	\$90.00	NA
\$93.55	4%	\$90.00	NA
NA	NA	\$5.00	NA

Housing and Economic Development Department

#	Description	Current Fee/Charge
1	Subordination Fee	New
2	Monitoring Fee Per Unit	New

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$344.93	0%	\$344.00	NA
\$201.21	0%	\$201.00	NA

BUILDING PERMIT FEES - CONSTRUCTION TYPES: IA, IB																	
IBC Class			Old Construction Fee Schedule														
			Plan Check Fee						Inspection Check Fee						New Construction Fee Schedule		
			Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Plan Check Fee	Inspection Check Fee	Total
A-1	Assembly—Fixed Seating Theater, Concert Hall	1,000	\$4,536	\$1,322	\$3,214 plus	\$67.87	\$61.17	\$6.70	\$4,616	\$1,804	\$2,812 plus	\$18.35	\$18.35	\$0.00	\$1,497.29	\$1,983.98	\$3,481.27 plus 86.76 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$7,251	\$3,769	\$3,482 plus	\$70.20	\$59.50	\$10.70	\$5,350	\$2,538	\$2,812 plus	\$13.54	\$13.54	\$0.00	\$4,205.38	\$2,746.42	6,951.80 plus 78.79 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$10,761	\$6,744	\$4,017 plus	\$47.21	\$36.50	\$10.71	\$6,027	\$3,215	\$2,812 plus	\$15.33	\$15.33	\$0.00	\$7,382.22	\$3,508.86	10,891.08 plus 55.91 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$15,482	\$10,394	\$5,088 plus	\$35.68	\$34.79	\$0.89	\$7,560	\$4,748	\$2,812 plus	\$2.73	\$2.74	-\$0.01	\$11,321.50	\$5,160.82	16,482.32 plus 40.22 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$26,185	\$20,830	\$5,355 plus	\$38.81	\$33.46	\$5.35	\$8,380	\$5,570	\$2,810 plus	\$11.02	\$11.02	\$0.00	\$22,468.63	\$6,080.91	28,549.54 plus 47.53 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$45,590	\$37,560	\$8,030 plus	\$45.59	\$37.56	\$8.03	\$13,890	\$11,080	\$2,810 plus	\$13.89	\$11.08	\$2.81	\$40,386.00	\$11,926.29	52,312.29 plus 40.46 for each additional 100 s.f. or fraction thereof
A-2	Assembly—Food & Drink Restaurant, Night Club, Bar	1,000	\$5,620	\$1,763	\$3,857 plus	\$89.59	\$81.54	\$8.04	\$5,908	\$2,533	\$3,375 plus	\$25.77	\$25.77	-\$0.01	\$1,999.27	\$2,746.42	\$4,745.69 plus 115.51 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$9,203	\$5,025	\$4,178 plus	\$92.20	\$79.36	\$12.84	\$6,938	\$3,564	\$3,374 plus	\$19.03	\$19.03	\$0.00	\$5,476.12	\$3,890.08	9,366.20 plus 106.74 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$13,813	\$8,993	\$4,820 plus	\$61.52	\$48.67	\$12.85	\$7,890	\$4,516	\$3,374 plus	\$21.49	\$21.49	\$0.00	\$9,796.62	\$4,906.67	14,703.29 plus 74.97 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$19,966	\$13,860	\$6,106 plus	\$47.43	\$46.36	\$1.07	\$10,039	\$6,665	\$3,374 plus	\$3.86	\$3.86	-\$0.01	\$15,006.63	\$7,193.99	22,200.63 plus 54.20 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$34,194	\$27,768	\$6,426 plus	\$51.04	\$44.62	\$6.42	\$11,196	\$7,824	\$3,372 plus	\$15.46	\$15.46	\$0.00	\$29,965.97	\$8,495.31	38,461.27 plus 64.30 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$59,712	\$50,076	\$9,636 plus	\$59.71	\$50.08	\$9.64	\$18,924	\$15,552	\$3,372 plus	\$18.92	\$15.55	\$3.37	\$53,855.79	\$16,755.09	70,610.88 plus 54.96 for each additional 100 s.f. or fraction thereof
A-3	Assembly—Worship, Amusement Arcade, Church, Community Hall	1,000	\$5,620	\$1,763	\$3,857 plus	\$89.59	\$81.54	\$8.04	\$5,539	\$2,165	\$3,375 plus	\$22.02	\$22.02	-\$0.01	\$1,999.27	\$2,365.20	\$4,364.46 plus 112.34 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$9,203	\$5,025	\$4,178 plus	\$92.20	\$79.36	\$12.84	\$6,420	\$3,046	\$3,374 plus	\$16.25	\$16.25	\$0.00	\$5,476.12	\$3,381.79	8,857.90 plus 101.66 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$13,813	\$8,993	\$4,820 plus	\$61.52	\$48.67	\$12.85	\$7,232	\$3,858	\$3,374 plus	\$18.40	\$18.40	\$0.00	\$9,796.62	\$4,144.23	13,940.85 plus 72.43 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$19,966	\$13,860	\$6,106 plus	\$47.43	\$46.36	\$1.07	\$9,072	\$5,698	\$3,374 plus	\$3.28	\$3.29	-\$0.01	\$15,006.63	\$7,193.99	22,200.63 plus 53.36 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$34,194	\$27,768	\$6,426 plus	\$51.04	\$44.62	\$6.42	\$10,056	\$6,684	\$3,372 plus	\$13.22	\$13.22	\$0.00	\$29,965.97	\$7,224.57	37,190.54 plus 62.01 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$59,712	\$50,076	\$9,636 plus	\$59.71	\$50.08	\$9.64	\$16,668	\$13,296	\$3,372 plus	\$16.67	\$13.30	\$3.37	\$53,855.79	\$32,340.00	68,196.48 plus 53.00 for each additional 100 s.f. or fraction thereof
A-4	Assembly—Indoor Sport Viewing Arena, Skating Rink, Tennis Court	1,000	\$5,716	\$1,859	\$3,857 plus	\$5,716.08	\$86.00	\$8.04	\$5,539	\$2,165	\$3,375 plus	\$22.02	\$22.02	-\$0.01	\$2,126.34	\$2,365.20	\$4,491.54 plus 118.69 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$9,478	\$5,299	\$4,178 plus	\$9,477.60	\$83.66	\$12.84	\$6,420	\$3,046	\$3,374 plus	\$16.25	\$16.25	\$0.00	\$5,857.34	\$3,381.79	9,239.13 plus 104.20 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$14,303	\$9,482	\$4,820 plus	\$14,302.80	\$51.34	\$12.85	\$7,232	\$3,858	\$3,374 plus	\$18.40	\$18.40	\$0.00	\$10,304.91	\$4,144.23	14,449.14 plus 74.97 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$20,722	\$14,616	\$6,106 plus	\$20,721.60	\$48.90	\$1.07	\$9,072	\$5,698	\$3,374 plus	\$3.28	\$3.29	-\$0.01	\$15,769.07	\$6,177.40	21,946.48 plus 56.32 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$35,712	\$29,286	\$6,426 plus	\$35,712.00	\$47.05	\$6.42	\$10,056	\$6,684	\$3,372 plus	\$13.22	\$13.22	\$0.00	\$31,617.93	\$7,224.57	38,842.50 plus 64.55 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$62,448	\$52,812	\$9,636 plus	\$62,448.00	\$52.81	\$9.64	\$16,668	\$13,296	\$3,372 plus	\$16.67	\$13.30	\$3.37	\$56,778.49	\$14,340.69	71,119.17 plus 36.92 for each additional 100 s.f. or fraction thereof
A	A Occupancy Tenant Improvements	400	\$3,020	\$513	\$2,507 plus	\$72.37	\$59.31	\$13.06	\$4,434	\$1,059	\$3,375 plus	\$26.95	\$26.95	\$0.00	\$586.17	\$1,221.54	\$1,807.71 plus 97.22 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.
		2,000	\$4,178	\$1,462	\$2,716 plus	\$78.59	\$57.71	\$20.88	\$4,865	\$1,491	\$3,375 plus	\$19.87	\$19.88	-\$0.01	\$1,633.33	\$1,729.83	\$3,363.16 plus 82.60 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		4,000	\$5,749	\$2,616	\$3,133 plus	\$56.30	\$35.40	\$20.90	\$5,263	\$1,888	\$3,374 plus	\$22.49	\$22.49	\$0.00	\$2,904.07	\$2,111.05	5,015.12 plus 60.36 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		8,000	\$8,002	\$4,032	\$3,970 plus	\$35.46	\$33.72	\$1.74	\$6,162	\$2,788	\$3,374 plus	\$4.03	\$4.03	\$0.00	\$4,428.95	\$3,000.57	7,429.52 plus 41.50 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.
		20,000	\$12,257	\$8,078	\$4,178 plus	\$42.90	\$32.45	\$10.45	\$6,646	\$3,271	\$3,374 plus	\$16.16	\$16.16	\$0.00	\$8,749.45	\$3,659.58	12,409.03 plus 52.22 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		40,000	\$20,837	\$14,568	\$6,269 plus	\$52.09	\$36.42	\$15.67	\$9,878	\$6,504	\$3,374 plus	\$24.70	\$16.26	\$8.44	\$15,738.50	\$7,114.22	22,852.71 plus 43.00 for each additional 100 s.f. or fraction thereof
B	Business—Bank	100	\$4,655	\$2,148	\$2,507 plus	\$4,654.80	\$993.42	\$52.23	\$4,627	\$1,252	\$3,375 plus	\$127.41	\$127.41	\$0.00	\$2,349.91	\$1,475.68	\$3,825.59 plus 1,207.20 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		500	\$8,837	\$6,122	\$2,716 plus	\$8,837.40	\$966.56	\$83.56	\$5,136	\$1,762	\$3,375 plus	\$94.01	\$94.01	\$0.00	\$6,670.41	\$1,983.98	8,654.39 plus 1,118.25 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		1,000	\$14,088	\$10,954	\$3,134 plus	\$14,088.00	\$592.84	\$83.56	\$5,606	\$2,232	\$3,375 plus	\$106.32	\$106.32	\$0.00	\$11,753.35	\$2,492.27	14,245.62 plus 751.26 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		2,000	\$20,852	\$16,883	\$3,969 plus	\$20,851.92	\$564.90	\$6.98	\$6,670	\$3,295	\$3,375 plus	\$19.02	\$19.03	-\$0.01	\$18,122.32	\$3,635.93	21,758.25 plus 627.68 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		5,000	\$38,008	\$33,830	\$4,178 plus	\$38,008.20	\$543.44	\$41.78	\$7,240	\$3,866	\$3,374 plus	\$76.45	\$76.45	\$0.00	\$36,293.83	\$4,294.95	40,588.78 plus 664.41 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		10,000	\$67,270	\$61,002	\$6,268 plus	\$67,269.60	\$610.02	\$62.68	\$11,063	\$7,688	\$3,374 plus	\$110.63	\$76.88	\$33.74	\$65,424.25	\$8,384.95	73,809.20 plus 375.40 for each additional 100 s.f. or fraction thereof
B	Business—Clinic, Outpatient	100	\$4,655	\$1,956	\$2,700 plus	\$960.70	\$904.45	\$56.25	\$4,627	\$1,252	\$3,375 plus	\$127.41	\$127.41	\$0.00	\$2,095.76	\$1,475.68	\$3,571.45 plus 1,111.89 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.
		500	\$8,498	\$5,573	\$2,925 plus	\$970.00	\$880.01	\$89.99	\$5,136	\$1,762	\$3,375 plus	\$94.01	\$94.01	\$0.00	\$6,035.04	\$1,983.98	8,019.02 plus 1,042.00 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,000	\$13,348	\$9,973	\$3,375 plus	\$629.74	\$539.74	\$90.00	\$5,606	\$2,232	\$3,375 plus	\$106.32	\$106.32	\$0.00	\$10,736.76	\$2,492.27	13,229.03 plus 687.73 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		2,000	\$19,645	\$15,371	\$4,275 plus	\$521.81	\$514.32	\$7.49	\$6,670	\$3,295	\$3,375 plus	\$19.02	\$19.03	-\$0.01	\$16,470.36	\$3,635.93	20,106.29 plus 572.62 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.
		5,000	\$35,300	\$30,800	\$4,499 plus	\$539.75	\$494.76	\$44.99	\$7,240	\$3,866	\$3,374 plus	\$76.45	\$76.45	\$0.00	\$32,989.92	\$4,294.95	37,284.87 plus 613.58 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		10,000	\$62,287	\$55,538	\$6,749 plus	\$622.87	\$555.38	\$67.49	\$11,063	\$7,688	\$3,374 plus	\$110.63	\$76.88	\$33.74	\$59,578.87	\$8,384.95	67,963.82 plus 531.70 for each additional 100 s.f. or fraction thereof
B	Business—Dry Cleaning	500	\$4,256	\$882	\$3,375 plus	\$4,256.25	\$81.54	\$14.06	\$6,644	\$2,426	\$4,218 plus	\$49.37	\$49.37	\$0.00	\$1,028.54	\$2,619.35	\$3,647.89 plus 146.13 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.
		2,500	\$6,168	\$2,513	\$3,656 plus	\$6,168.38	\$79.35	\$22.49	\$7,632	\$3,413	\$4,218 plus	\$36.41	\$36.42	-\$0.02	\$2,807.57	\$3,763.01	6,570.58 plus 121.99 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$8,714	\$4,496	\$4,218 plus	\$8,714.25	\$48.68	\$22.50	\$8,542	\$4,324	\$4,218 plus	\$41.21	\$41.21	\$0.00	\$4,967.82	\$4,652.52	9,620.35 plus 96.58 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$12,273	\$6,930	\$5,343 plus	\$12,273.00	\$46.38	\$1.88	\$10,602	\$6,384	\$4,218 plus	\$7.37	\$7.37	\$0.01	\$7,509.29	\$6,939.85	14,449.14 plus 57.76 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.
		25,000	\$19,511	\$13,886	\$5,625 plus	\$19,511.25	\$44.60	\$11.25	\$11,708	\$7,489	\$4,219 plus	\$29.61	\$29.63	-\$0.02	\$15,006.63	\$8,107.16	23,113.79 plus 79.39 for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$33,473	\$25,035	\$8,438 plus	\$33,472.50	\$50.07	\$16.88	\$19,110	\$14,895	\$4,215 plus	\$38.22	\$29.79	\$8.43	\$26,951.55	\$16,009.36	42,960.91 plus 46.28 for each additional 100 s.f. or fraction thereof
B	Business—Professional Office	1,000	\$5,659	\$2,044	\$3,616 plus	\$5,659.35	\$94.52	\$7.54	\$7,276	\$3,058	\$4,218 plus	\$31.11	\$31.12	-\$0.01	\$2,222.84	\$3,381.79	\$5,604.62 plus 13

BUILDING PERMIT FEES - CONSTRUCTION TYPES: IA, IB																				
			Old Construction Fee Schedule												New Construction Fee Schedule					
		Square Footage	Plan Check Fee						Inspection Check Fee											
IBC Class	IBC Occupancy		Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Plan Check Fee	Inspection Check Fee	Total			
E	Educational—Group Occupancy 6+ persons, up to the 12th Grade	500	\$5,501	\$1,162	\$4,339 plus	\$125.57	\$107.49	\$18.07	\$11,870	\$1,625	\$10,244 plus	\$33.06	\$33.07	-\$0.01	\$1,348.61	\$1,841.62	\$3,190.23	plus	146.13	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		2,500	\$8,012	\$3,312	\$4,700 plus	\$133.50	\$104.58	\$28.92	\$12,531	\$2,287	\$10,244 plus	\$24.42	\$24.42	\$0.00	\$3,635.93	\$2,476.98	6,112.92	plus	139.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		5,000	\$11,350	\$5,927	\$5,423 plus	\$93.11	\$64.17	\$28.94	\$13,142	\$2,897	\$10,244 plus	\$27.60	\$27.59	\$0.02	\$6,462.13	\$3,127.64	9,589.77	plus	99.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		10,000	\$16,005	\$9,135	\$6,870 plus	\$63.53	\$61.13	\$2.40	\$14,522	\$4,277	\$10,245 plus	\$4.94	\$4.94	\$0.00	\$9,893.11	\$4,652.52	14,545.64	plus	70.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		25,000	\$25,534	\$18,304	\$7,230 plus	\$73.28	\$58.82	\$14.46	\$15,263	\$5,018	\$10,245 plus	\$19.86	\$19.86	\$0.00	\$19,738.93	\$5,453.90	25,192.83	plus	84.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		50,000	\$43,853	\$33,008	\$10,845 plus	\$87.71	\$66.02	\$21.69	\$20,228	\$9,983	\$10,245 plus	\$40.46	\$19.97	\$20.49	\$35,557.20	\$10,829.93	46,387.13	plus	70.83	for each additional 100 s.f. or fraction thereof
E	Educational—Day Care 5+ children, older than 2 1/2 yrs	300	\$4,899	\$801	\$4,098 plus	\$152.02	\$123.56	\$28.46	\$4,337	\$1,625	\$2,712 plus	\$55.13	\$55.13	\$0.00	\$967.39	\$1,841.62	\$2,809.00	plus	180.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,500	\$6,723	\$2,284	\$4,439 plus	\$165.75	\$120.21	\$45.54	\$4,999	\$2,287	\$2,712 plus	\$40.68	\$40.68	\$0.00	\$2,492.27	\$2,476.98	4,969.25	plus	172.49	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		3,000	\$9,210	\$4,087	\$5,122 plus	\$119.28	\$73.76	\$45.53	\$5,609	\$2,897	\$2,712 plus	\$45.99	\$45.99	\$0.00	\$4,428.95	\$3,127.64	7,556.59	plus	131.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		6,000	\$12,788	\$6,300	\$6,488 plus	\$74.04	\$70.25	\$3.79	\$6,989	\$4,277	\$2,712 plus	\$8.23	\$8.23	-\$0.01	\$6,843.35	\$4,652.52	11,495.87	plus	84.42	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		15,000	\$19,451	\$12,623	\$6,829 plus	\$90.38	\$67.59	\$22.79	\$7,729	\$5,018	\$2,711 plus	\$33.11	\$33.09	\$0.02	\$13,639.40	\$5,453.90	19,093.30	plus	109.10	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		30,000	\$33,008	\$22,761	\$10,247 plus	\$110.03	\$75.87	\$34.16	\$12,695	\$9,981	\$2,714 plus	\$42.32	\$33.27	\$9.05	\$24,628.88	\$10,829.93	35,458.81	plus	89.62	for each additional 100 s.f. or fraction thereof
F-1	Factory Industrial—Moderate Hazard	1,500	\$5,259	\$2,125	\$3,134 plus	\$23.09	\$19.07	\$4.02	\$10,642	\$2,446	\$8,196 plus	\$52.33	\$12.16	\$40.17	\$2,395.78	\$2,746.42	\$5,142.19	plus	33.89	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		7,500	\$6,645	\$3,270	\$3,375 plus	\$64.14	\$54.49	\$9.65	\$13,782	\$3,176	\$10,606 plus	\$15.80	\$15.80	\$0.00	\$3,666.51	\$3,508.86	7,175.37	plus	75.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		15,000	\$11,455	\$7,357	\$4,099 plus	\$47.09	\$43.88	\$3.20	\$14,967	\$4,361	\$10,606 plus	\$9.28	\$9.28	\$0.00	\$8,017.59	\$4,794.88	12,812.47	plus	56.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		30,000	\$18,518	\$13,939	\$4,579 plus	\$31.85	\$30.78	\$1.06	\$16,358	\$5,753	\$10,606 plus	\$4.95	\$4.96	-\$0.01	\$15,037.21	\$6,192.69	21,229.90	plus	38.56	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		75,000	\$32,850	\$27,792	\$5,058 plus	\$38.35	\$36.74	\$1.61	\$18,585	\$7,983	\$10,602 plus	\$9.20	\$9.20	\$0.00	\$29,935.39	\$8,646.03	38,581.42	plus	49.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		150,000	\$61,614	\$55,350	\$6,264 plus	\$41.08	\$36.90	\$4.18	\$25,488	\$14,886	\$10,602 plus	\$16.99	\$9.92	\$7.07	\$59,447.03	\$16,039.94	75,486.97	plus	45.94	for each additional 100 s.f. or fraction thereof
F-2	Factory Industrial—Low Hazard	2,000	\$6,362	\$2,264	\$4,098 plus	\$56.62	\$52.36	\$4.26	\$12,167	\$4,936	\$7,231 plus	\$25.11	\$25.11	\$0.00	\$2,522.85	\$5,414.96	\$7,937.81	plus	81.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		10,000	\$10,892	\$6,453	\$4,439 plus	\$57.77	\$50.94	\$6.83	\$14,177	\$6,945	\$7,232 plus	\$18.53	\$18.54	-\$0.02	\$6,970.42	\$7,448.14	14,418.56	plus	76.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		20,000	\$16,668	\$11,547	\$5,121 plus	\$38.07	\$31.25	\$6.83	\$16,029	\$8,799	\$7,230 plus	\$20.96	\$20.96	\$0.00	\$12,465.16	\$9,623.68	22,088.84	plus	55.43	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		40,000	\$24,282	\$17,796	\$6,486 plus	\$30.33	\$29.77	\$0.57	\$20,220	\$12,990	\$7,230 plus	\$3.75	\$3.75	\$0.00	\$19,230.64	\$13,944.18	33,174.82	plus	35.91	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		100,000	\$42,480	\$35,655	\$6,825 plus	\$32.04	\$28.64	\$3.41	\$22,470	\$15,240	\$7,230 plus	\$15.06	\$15.06	\$0.00	\$38,322.25	\$16,397.51	54,719.76	plus	46.82	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		200,000	\$74,520	\$64,290	\$10,230 plus	\$37.26	\$32.15	\$5.12	\$37,530	\$30,300	\$7,230 plus	\$18.77	\$15.15	\$3.62	\$68,977.55	\$32,559.50	101,537.05	plus	40.26	for each additional 100 s.f. or fraction thereof
H-1	High Hazard Group H-1 Pose a detonation hazard	600	\$3,936	\$561	\$3,375 plus	\$54.97	\$43.25	\$11.72	\$5,354	\$1,537	\$3,817 plus	\$26.07	\$26.07	\$0.00	\$743.82	\$1,729.83	\$2,473.65	plus	71.38	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		3,000	\$5,255	\$1,599	\$3,656 plus	\$60.82	\$42.08	\$18.74	\$5,979	\$2,163	\$3,817 plus	\$19.23	\$19.23	\$0.00	\$1,821.56	\$2,365.20	4,186.76	plus	68.79	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		6,000	\$7,079	\$2,861	\$4,218 plus	\$44.57	\$25.81	\$18.76	\$6,556	\$2,740	\$3,817 plus	\$21.75	\$21.76	-\$0.01	\$3,249.95	\$3,000.57	6,250.51	plus	51.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		12,000	\$9,754	\$4,410	\$5,344 plus	\$26.15	\$24.58	\$1.56	\$7,861	\$4,045	\$3,816 plus	\$3.89	\$3.89	\$0.00	\$4,932.48	\$4,398.37	9,330.86	plus	30.66	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		30,000	\$14,460	\$8,835	\$5,625 plus	\$33.04	\$23.67	\$9.37	\$8,562	\$4,746	\$3,816 plus	\$15.64	\$15.64	\$0.00	\$9,634.20	\$5,215.04	14,849.25	plus	42.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		60,000	\$24,372	\$15,936	\$8,436 plus	\$40.62	\$26.56	\$14.06	\$13,254	\$9,438	\$3,816 plus	\$22.09	\$15.73	\$6.36	\$17,258.62	\$10,194.56	27,453.17	plus	34.17	for each additional 100 s.f. or fraction thereof
H-3	High Hazard Group H-3 Readily support combustion	600	\$5,722	\$902	\$4,821 plus	\$86.24	\$69.50	\$16.74	\$8,030	\$2,306	\$5,725 plus	\$39.11	\$39.11	\$0.00	\$1,125.04	\$2,492.27	\$3,617.31	plus	119.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		3,000	\$7,792	\$2,570	\$5,223 plus	\$94.41	\$67.62	\$26.79	\$8,969	\$3,244	\$5,725 plus	\$28.85	\$28.85	\$0.00	\$2,965.22	\$3,508.86	6,474.08	plus	106.91	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		6,000	\$10,625	\$4,598	\$6,026 plus	\$68.27	\$41.48	\$26.79	\$9,834	\$4,109	\$5,725 plus	\$32.63	\$32.64	-\$0.02	\$5,156.05	\$4,525.45	9,681.50	plus	78.87	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		12,000	\$14,720	\$7,087	\$7,634 plus	\$41.77	\$39.53	\$2.24	\$11,792	\$6,068	\$5,724 plus	\$5.84	\$5.84	\$0.00	\$7,855.17	\$6,558.63	14,413.80	plus	49.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		30,000	\$22,239	\$14,202	\$8,037 plus	\$51.39	\$38.01	\$13.38	\$12,843	\$7,119	\$5,724 plus	\$23.46	\$23.46	\$0.00	\$15,479.59	\$7,756.51	23,236.10	plus	65.73	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		60,000	\$37,656	\$25,605	\$12,051 plus	\$62.76	\$42.68	\$20.09	\$19,881	\$14,157	\$5,724 plus	\$33.14	\$23.60	\$9.54	\$27,678.65	\$15,277.50	42,956.15	plus	53.82	for each additional 100 s.f. or fraction thereof
H-4	High Hazard Group H-4 Pose health hazards	300	\$4,057	\$393	\$3,664 plus	\$85.99	\$60.54	\$25.44	\$7,230	\$1,445	\$5,785 plus	\$49.00	\$49.00	\$0.00	\$489.67	\$1,602.76	\$2,092.43	plus	121.58	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		1,500	\$5,088	\$1,119	\$3,969 plus	\$99.64	\$58.92	\$40.72	\$7,818	\$2,033	\$5,785 plus	\$36.17	\$36.16	\$0.01	\$1,313.27	\$2,238.12	3,551.39	plus	112.17	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		3,000	\$6,583	\$2,003	\$4,580 plus	\$76.82	\$36.12	\$40.70	\$8,360	\$2,575	\$5,785 plus	\$40.88	\$40.88	\$0.00	\$2,360.43	\$2,873.49	5,233.93	plus	81.50	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		6,000	\$8,888	\$3,087	\$5,801 plus	\$37.81	\$34.42	\$3.38	\$9,587	\$3,802	\$5,785 plus	\$7.32	\$7.32	\$0.00	\$3,534.67	\$4,144.23	7,678.90	plus	45.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		15,000	\$12,290	\$6,185	\$6,106 plus	\$53.47	\$33.12	\$20.35	\$10,246	\$4,460	\$5,785 plus	\$29.40	\$29.40	\$0.00	\$6,838.59	\$4,960.90	11,799.48	plus	67.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		30,000	\$20,311	\$11,153	\$9,158 plus	\$67.70	\$37.18	\$30.53	\$14,656	\$8,870	\$5,785 plus	\$48.85	\$29.57	\$19.28	\$12,175.67	\$9,686.26	21,861.94	plus	52.98	for each additional 100 s.f. or fraction thereof
H-5	High Hazard Group H-5 Semiconductor Fabrication, R&D	1,000	\$																	

BUILDING PERMIT FEES - CONSTRUCTION TYPES: IA, IB																	
IBC Class			Old Construction Fee Schedule														
			Plan Check Fee						Inspection Check Fee						New Construction Fee Schedule		
			Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Plan Check Fee	Inspection Check Fee	Total
M	Mercantile—Market	500	\$3,405	\$705	\$2,700 plus	\$76.49	\$65.24	\$11.25							\$840.32	\$2,365.20	\$3,205.51 plus
		2,500	\$4,935	\$2,010	\$2,925 plus	\$81.47	\$63.48	\$17.99							\$2,238.12	\$3,254.71	5,492.84 plus
		5,000	\$6,971	\$3,597	\$3,374 plus	\$56.94	\$38.94	\$18.00							\$3,920.66	\$4,144.23	8,064.89 plus
		10,000	\$9,818	\$5,544	\$4,274 plus	\$38.60	\$37.10	\$1.50							\$6,080.91	\$6,050.33	12,131.24 plus
		25,000	\$15,609	\$11,109	\$4,500 plus	\$44.68	\$35.68	\$9.00							\$12,114.52	\$7,121.15	19,235.66 plus
		50,000	\$26,778	\$20,028	\$6,750 plus	\$53.56	\$40.06	\$13.50							\$21,645.03	\$14,133.84	35,778.87 plus
M	M Occupancy Tenant Improvements	500	\$3,012	\$601	\$2,410 plus	\$65.65	\$55.59	\$10.05	\$5,494	\$2,119	\$3,375 plus	\$43.13	\$43.13	\$0.00	\$713.24	\$1,729.83	\$2,443.07 plus
		2,500	\$4,325	\$1,713	\$2,612 plus	\$70.14	\$54.09	\$16.05	\$6,356	\$2,981	\$3,375 plus	\$31.81	\$31.82	-\$0.01	\$1,856.90	\$2,492.27	4,349.18 plus
		5,000	\$6,078	\$3,065	\$3,013 plus	\$49.26	\$33.20	\$16.07	\$7,151	\$3,777	\$3,374 plus	\$35.99	\$35.99	\$0.00	\$3,397.08	\$3,127.64	6,524.71 plus
		10,000	\$8,541	\$4,725	\$3,816 plus	\$32.96	\$31.63	\$1.34	\$8,951	\$5,576	\$3,374 plus	\$6.45	\$6.44	\$0.00	\$5,176.10	\$4,525.45	9,701.55 plus
		25,000	\$13,485	\$9,469	\$4,016 plus	\$38.43	\$30.41	\$8.03	\$9,918	\$6,543	\$3,375 plus	\$25.85	\$25.86	-\$0.01	\$10,274.33	\$5,311.54	15,585.87 plus
		50,000	\$23,093	\$17,070	\$6,023 plus	\$46.19	\$34.14	\$12.05	\$16,380	\$13,008	\$3,372 plus	\$32.76	\$26.02	\$6.74	\$18,407.04	\$10,545.20	28,952.24 plus
R-1	Residential—Transient Boarding Houses, Hotels, Motels	1,000	\$5,363	\$1,699	\$3,664 plus	\$86.22	\$78.59	\$7.63	\$4,616	\$2,446	\$2,169 plus	\$24.90	\$24.90	\$0.01	\$1,856.90	\$2,770.07	\$4,626.97 plus
		5,000	\$8,812	\$4,843	\$3,969 plus	\$88.68	\$76.45	\$12.23	\$5,612	\$3,442	\$2,170 plus	\$18.37	\$18.37	\$0.00	\$5,287.89	\$3,786.66	9,074.55 plus
		10,000	\$13,246	\$8,665	\$4,580 plus	\$59.11	\$46.91	\$12.20	\$6,530	\$4,361	\$2,170 plus	\$20.76	\$20.76	\$0.00	\$9,384.82	\$4,803.24	14,188.06 plus
		20,000	\$19,157	\$13,356	\$5,801 plus	\$45.70	\$44.68	\$1.02	\$9,606	\$6,437	\$2,170 plus	\$3.73	\$3.72	\$0.01	\$14,340.69	\$6,963.49	21,304.18 plus
		50,000	\$32,868	\$26,760	\$6,108 plus	\$49.08	\$42.98	\$6.10	\$9,726	\$7,554	\$2,172 plus	\$14.94	\$14.94	\$0.00	\$28,761.15	\$16,264.81	37,025.96 plus
		100,000	\$57,408	\$48,252	\$9,156 plus	\$57.41	\$48.25	\$9.16	\$17,196	\$15,024	\$2,172 plus	\$17.20	\$15.02	\$2.17	\$51,822.62	\$16,270.44	68,093.06 plus
R-2	Residential—Permanent, 2+ Dwellings Apartment, Dormitory, Timeshare	1,000	\$4,913	\$1,635	\$3,278 plus	\$82.45	\$75.62	\$6.83	\$4,529	\$2,360	\$2,169 plus	\$24.02	\$24.02	\$0.01	\$2,009.79	\$2,649.92	\$4,659.71 plus
		5,000	\$8,211	\$4,660	\$3,551 plus	\$84.52	\$73.58	\$10.93	\$5,490	\$3,320	\$2,170 plus	\$17.71	\$17.71	\$0.00	\$5,186.63	\$3,666.51	8,853.14 plus
		10,000	\$12,437	\$8,339	\$4,098 plus	\$56.06	\$45.13	\$10.93	\$6,376	\$4,206	\$2,170 plus	\$20.03	\$20.03	\$0.00	\$9,125.91	\$4,556.03	13,681.93 plus
		20,000	\$18,043	\$12,852	\$5,191 plus	\$43.92	\$43.00	\$0.92	\$8,378	\$6,209	\$2,170 plus	\$3.59	\$3.58	\$0.01	\$14,015.86	\$6,716.28	20,732.13 plus
		50,000	\$31,218	\$25,752	\$5,466 plus	\$46.81	\$41.35	\$5.46	\$9,456	\$7,284	\$2,172 plus	\$14.40	\$14.40	\$0.00	\$35,491.29	\$7,883.59	43,374.87 plus
		100,000	\$54,624	\$46,428	\$8,196 plus	\$54.62	\$46.43	\$8.20	\$16,656	\$14,484	\$2,172 plus	\$16.66	\$14.48	\$2.17	\$49,977.67	\$15,658.72	65,636.39 plus
R-2	Residential—Permanent, 2+, Repeat Apartment, Dormitory, Timeshare	1,000	\$3,823	\$545	\$3,278 plus	\$32.04	\$25.21	\$6.83	\$4,481	\$2,312	\$2,169 plus	\$23.53	\$23.53	\$0.01	\$866.13	\$2,522.85	\$3,388.98 plus
		5,000	\$5,105	\$1,553	\$3,551 plus	\$35.45	\$24.52	\$10.93	\$5,422	\$3,253	\$2,170 plus	\$17.34	\$17.34	\$0.00	\$3,111.09	\$3,539.44	6,650.53 plus
		10,000	\$6,877	\$2,779	\$4,098 plus	\$25.98	\$15.05	\$10.93	\$6,289	\$4,120	\$2,170 plus	\$19.64	\$19.64	\$0.00	\$3,153.45	\$4,556.03	7,709.48 plus
		20,000	\$9,475	\$4,284	\$5,191 plus	\$15.26	\$14.34	\$0.92	\$8,254	\$6,084	\$2,170 plus	\$3.53	\$3.52	\$0.01	\$4,866.56	\$6,589.20	11,455.77 plus
		50,000	\$14,052	\$8,586	\$5,466 plus	\$19.25	\$13.79	\$5.46	\$9,312	\$7,140	\$2,172 plus	\$14.11	\$14.11	\$0.00	\$9,441.21	\$7,756.51	17,197.72 plus
		100,000	\$23,676	\$15,480	\$8,196 plus	\$23.68	\$15.48	\$8.20	\$16,368	\$14,196	\$2,172 plus	\$16.37	\$14.20	\$2.17	\$16,811.48	\$15,404.57	32,216.05 plus
R-3	Dwellings—Custom Homes	1,500	\$5,568	\$2,555	\$3,013 plus	\$102.19	\$102.17	\$0.02	\$4,922	\$2,210	\$2,712 plus	\$219.32	\$68.65	\$150.67	\$2,965.22	\$2,492.27	\$5,457.50 plus
		2,500	\$6,590	\$3,576	\$3,013 plus	\$142.38	\$102.22	\$40.17	\$7,115	\$2,897	\$4,218 plus	\$18.57	\$18.60	-\$0.03	\$2,711.08	\$3,127.64	5,838.72 plus
		4,000	\$8,725	\$5,110	\$3,616 plus	\$132.33	\$102.17	\$30.17	\$7,394	\$3,176	\$4,218 plus	\$30.87	\$30.87	\$0.00	\$5,694.92	\$3,508.86	9,203.78 plus
		5,000	\$10,049	\$6,131	\$3,917 plus	\$142.22	\$97.06	\$45.17	\$7,703	\$3,485	\$4,218 plus	\$21.33	\$21.34	-\$0.01	\$6,838.59	\$3,763.01	10,601.59 plus
		7,000	\$12,893	\$8,072	\$4,821 plus	\$125.54	\$95.37	\$30.17	\$8,129	\$3,911	\$4,218 plus	\$37.18	\$37.18	\$0.00	\$8,902.34	\$4,301.88	13,204.22 plus
		10,000	\$16,659	\$10,934	\$5,726 plus	\$166.59	\$109.34	\$57.26	\$9,245	\$5,027	\$4,218 plus	\$92.45	\$50.27	\$42.18	\$11,982.68	\$5,445.54	17,428.22 plus
R-3	Dwellings—Production Phase of Master Plan (repeats)	1,500	\$4,660	\$894	\$3,766 plus	\$35.78	\$35.76	\$0.02	\$3,296	\$1,553	\$1,743 plus	\$145.10	\$48.27	\$96.83	\$1,186.19	\$1,777.13	\$2,963.32 plus
		2,500	\$5,018	\$1,252	\$3,767 plus	\$85.97	\$35.75	\$50.22	\$4,748	\$2,036	\$2,712 plus	\$13.10	\$13.08	\$0.03	\$1,567.42	\$2,285.42	3,852.84 plus
		4,000	\$6,308	\$1,788	\$4,520 plus	\$73.40	\$35.78	\$37.62	\$4,944	\$2,232	\$2,712 plus	\$21.68	\$21.68	\$0.00	\$2,136.86	\$2,539.57	4,676.43 plus
		5,000	\$7,042	\$2,146	\$4,896 plus	\$90.49	\$33.99	\$56.50	\$5,161	\$2,449	\$2,712 plus	\$14.96	\$14.96	\$0.01	\$2,518.08	\$2,793.72	5,311.80 plus
		7,000	\$8,852	\$2,826	\$6,026 plus	\$71.05	\$33.37	\$37.69	\$5,460	\$2,748	\$2,712 plus	\$26.15	\$26.16	\$0.00	\$3,311.10	\$3,078.44	6,389.54 plus
		10,000	\$10,983	\$3,827	\$7,157 plus	\$109.83	\$38.27	\$71.57	\$6,245	\$3,533	\$2,712 plus	\$62.45	\$35.33	\$27.12	\$4,358.27	\$3,967.96	8,326.22 plus
R-3	Dwellings—Alternate Materials	1,500	\$5,606	\$1,839	\$3,766 plus	\$73.60	\$73.58	\$0.02	\$4,320	\$2,576	\$1,743 plus	\$176.86	\$80.03	\$96.83	\$2,075.71	\$2,873.49	\$4,949.20 plus
		2,500	\$6,342	\$2,575	\$3,767 plus	\$123.79	\$73.57	\$50.22	\$6,088	\$3,377	\$2,712 plus	\$21.73	\$21.70	\$0.03	\$2,965.22	\$3,635.93	6,601.16 plus
		4,000	\$8,198	\$3,679	\$4,520 plus	\$111.21	\$73.59	\$37.62	\$6,414	\$3,702	\$2,712 plus	\$35.93	\$35.93	\$0.00	\$4,170.04	\$4,017.15	8,187.20 plus
		5,000	\$9,311	\$4,415	\$4,896 plus	\$126.41	\$69.92	\$56.50	\$6,773	\$4,061	\$2,712 plus	\$24.85	\$24.84	\$0.01	\$4,932.48	\$4,398.37	9,330.86 plus
		7,500	\$11,839	\$5,813	\$6,026 plus	\$106.33	\$68.64	\$37.69	\$7,270	\$4,558	\$2,712 plus	\$43.36	\$43.37	\$0.00	\$6,487.94	\$4,937.25	11,425.19 plus
		10,000	\$15,029	\$7,872	\$7,157 plus	\$150.29	\$78.72	\$71.57	\$8,571	\$5,859	\$2,712 plus	\$85.71	\$58.59	\$27.12	\$8,678.77	\$6,335.06	15,013.82 plus
R-4	Residential—Assisted Living (6-16 persons)	1,000	\$5,716	\$1,859	\$3,857 plus	\$94.04	\$86.00	\$8.04	\$5,348	\$3,178	\$2,169 plus	\$32.34	\$32.34	\$0.01	\$2,126.34	\$2,274.48	\$4,400.82 plus
		5,000	\$9,478	\$5,299	\$4,178 plus	\$96.50	\$83.66	\$12.84	\$6,641	\$4,472	\$2,170 plus	\$23.87	\$23.87	\$0.00	\$5,811.47	\$4,930.32	10,741.79 plus
		10,000	\$14,303	\$9,482	\$4,820 plus	\$64.19	\$51.34	\$12.85	\$7,835	\$5,665	\$2,170 plus	\$26.99	\$26.99	\$0.00	\$10,274.33	\$6,201.05	16,475.39 plus
		20,000	\$20,722	\$14,616	\$6,106 plus	\$49.97	\$48.90	\$1.07	\$10,534	\$8,364	\$2,170 plus	\$4.85	\$4.84	\$0.01	\$15,738.50	\$8,996.67	24,735.17 plus
		50,000	\$35,712	\$29,286	\$6,426 plus	\$53.47	\$47.05	\$6.42	\$11,988	\$9,816	\$2,172 plus	\$19.39	\$19.39	\$0.00	\$31,526.19	\$10,679.20	42,205.40 plus
		100,000	\$62,448	\$52,812	\$9,636 plus	\$62.45	\$52.81	\$9.64	\$21,684	\$19,512	\$2,172 plus	\$21.68	\$19.51	\$2.17	\$56,717.33	\$20,972.16	77,689.49 plus
S-1	Storage—Moderate Hazard	1,000	\$3,373	\$641	\$2,732 plus	\$35.35	\$29.66	\$5.69	\$4,657	\$2,849	\$1,808 plus	\$29.00	\$28.99	\$0.00	\$743.82	\$3,127.64	\$3,871.46 plus
		5,000	\$4,787	\$1,828	\$2,960 plus	\$37.96	\$28.85	\$9.11	\$5,817	\$4,009	\$1,808 plus	\$21.40	\$21.40	\$0.00	\$2,075.71	\$4,398.37	6,474.08 plus
		10,000	\$6,685	\$3,270	\$3,415 plus	\$26.81	\$17.70	\$9.11	\$6,887	\$5,079	\$1,808 plus	\$24.19	\$24.19	\$0.00	\$3,758.24	\$5,542.04	9,300.28 plus
		20,000	\$9,366	\$5,040	\$4,326 plus	\$17.63	\$16.87	\$0.76	\$9,306	\$7,498	\$1,808 plus	\$4.35	\$4.34	\$0.01	\$5,567.85	\$8,083.51	13,651.36 plus
		50,000	\$14,655	\$10,100	\$4,555 plus	\$20.77	\$16.22	\$4.55	\$10,610	\$8,800	\$1,810 plus	\$17.40	\$17.40	\$0.00	\$11,032.01	\$9,535.54	20,567.55 plus
		100,000	\$25,040	\$18,210	\$6,830 plus	\$25.04	\$18.21	\$6.83	\$19,310	\$17,500	\$1,810 plus	\$19.31	\$17.50	\$1.81	\$19,673.01	\$18,835.56	38,508.57 plus

BUILDING PERMIT FEES - CONSTRUCTION TYPES: IA, IB																											
			Old Construction Fee Schedule												New Construction Fee Schedule												
			Plan Check Fee						Inspection Check Fee																		
IBC Class	IBC Occupancy	Square Footage	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Plan Check Fee	Inspection Check Fee	Total										
S-1	Storage—Moderate Hazard, Repair Garage Motor Vehicles (not High Hazard)	500	\$3,065	\$655	\$2,410 plus	\$70.59	\$60.55	\$10.04	\$3,718	\$1,910	\$1,808 plus	\$38.87	\$38.88	\$0.00	\$870.89	\$2,111.05	\$2,981.94	plus	111.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		2,500	\$4,477	\$1,866	\$2,611 plus	\$74.97	\$58.90	\$16.07	\$4,496	\$2,688	\$1,808 plus	\$28.70	\$28.69	\$0.01	\$2,202.78	\$3,000.57	\$5,203.35	plus	92.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		5,000	\$6,351	\$3,338	\$3,013 plus	\$52.22	\$36.14	\$16.08	\$5,213	\$3,405	\$1,808 plus	\$32.44	\$32.44	\$0.00	\$3,758.24	\$3,763.01	\$7,521.25	plus	71.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		10,000	\$8,962	\$5,145	\$3,817 plus	\$35.77	\$34.43	\$1.34	\$6,835	\$5,027	\$1,808 plus	\$5.80	\$5.80	\$0.00	\$5,694.92	\$5,414.96	\$11,109.89	plus	44.41	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		25,000	\$14,328	\$10,310	\$4,018 plus	\$41.15	\$33.12	\$8.03	\$7,705	\$5,898	\$1,808 plus	\$23.34	\$23.33	\$0.01	\$11,286.16	\$6,485.78	\$17,771.94	plus	60.58	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		50,000	\$24,615	\$18,590	\$6,025 plus	\$49.23	\$37.18	\$12.05	\$13,540	\$11,730	\$1,810 plus	\$27.08	\$23.46	\$3.62	\$20,181.31	\$12,736.03	\$32,917.34	plus	50.64	for each additional 100 s.f. or fraction thereof							
S-2	Storage—Low Hazard	1,000	\$3,276	\$769	\$2,507 plus	\$40.81	\$35.59	\$5.22	\$5,937	\$2,562	\$3,375 plus	\$26.06	\$26.07	-\$0.01	\$870.89	\$2,873.49	\$3,744.39	plus	58.71	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$4,909	\$2,193	\$2,716 plus	\$42.97	\$34.62	\$8.35	\$6,979	\$3,605	\$3,374 plus	\$19.22	\$19.22	\$0.00	\$2,202.78	\$3,890.08	\$6,092.86	plus	64.15	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$7,057	\$3,924	\$3,133 plus	\$29.60	\$21.24	\$8.36	\$7,940	\$4,566	\$3,374 plus	\$21.76	\$21.76	\$0.00	\$4,393.61	\$4,906.67	\$9,300.28	plus	47.32	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$10,018	\$6,048	\$3,970 plus	\$20.93	\$20.24	\$0.69	\$10,116	\$6,742	\$3,374 plus	\$3.88	\$3.89	-\$0.01	\$6,711.51	\$7,321.07	\$14,032.58	plus	26.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$16,296	\$12,120	\$4,176 plus	\$23.64	\$19.46	\$4.18	\$11,280	\$7,908	\$3,372 plus	\$15.65	\$15.65	\$0.00	\$13,192.26	\$8,646.03	\$21,838.29	plus	37.41	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$28,116	\$21,852	\$6,264 plus	\$28.12	\$21.85	\$6.26	\$19,104	\$15,732	\$3,372 plus	\$19.10	\$15.73	\$3.37	\$23,612.29	\$16,929.46	\$40,541.75	plus	31.45	for each additional 100 s.f. or fraction thereof							
S-2	Storage—Low Hazard, Parking Garages Open or Enclosed	1,000	\$3,132	\$721	\$2,410 plus	\$38.40	\$33.37	\$5.03	\$5,044	\$2,231	\$2,812 plus	\$22.70	\$22.71	\$0.00	\$855.60	\$2,492.27	\$3,347.88	plus	57.57	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$4,668	\$2,056	\$2,612 plus	\$40.49	\$32.46	\$8.03	\$5,952	\$3,140	\$2,812 plus	\$16.75	\$16.75	\$0.00	\$2,268.70	\$3,381.79	\$5,650.49	plus	53.68	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$6,692	\$3,679	\$3,013 plus	\$27.94	\$19.91	\$8.03	\$6,789	\$3,977	\$2,812 plus	\$18.95	\$18.95	\$0.00	\$4,047.73	\$4,286.59	\$8,334.32	plus	42.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$9,486	\$5,670	\$3,816 plus	\$19.63	\$18.97	\$0.66	\$9,684	\$5,872	\$2,812 plus	\$3.39	\$3.39	-\$0.01	\$6,238.56	\$6,319.77	\$12,558.33	plus	24.38	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$15,375	\$11,360	\$4,015 plus	\$22.29	\$18.26	\$4.03	\$9,700	\$6,890	\$2,810 plus	\$13.62	\$13.62	\$0.00	\$12,368.67	\$7,502.37	\$19,871.03	plus	34.29	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$26,520	\$20,490	\$6,030 plus	\$26.52	\$20.49	\$6.03	\$16,510	\$13,700	\$2,810 plus	\$16.51	\$13.70	\$2.81	\$22,214.48	\$14,799.78	\$37,014.27	plus	28.82	for each additional 100 s.f. or fraction thereof							
	Other Tenant Improvements	600	\$3,092	\$681	\$2,410 plus	\$60.89	\$52.52	\$8.37	\$7,350	\$1,625	\$5,725 plus	\$27.57	\$27.57	\$0.00	\$840.32	\$1,856.90	\$2,697.22	plus	79.42	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		3,000	\$4,553	\$1,942	\$2,611 plus	\$64.47	\$51.08	\$13.40	\$8,012	\$2,287	\$5,725 plus	\$20.34	\$20.34	\$0.00	\$2,111.05	\$2,492.27	\$4,603.32	plus	76.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		6,000	\$6,487	\$3,474	\$3,013 plus	\$44.73	\$31.35	\$13.38	\$8,622	\$2,897	\$5,725 plus	\$22.98	\$23.00	-\$0.02	\$3,763.01	\$3,127.64	\$6,890.65	plus	59.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		12,000	\$9,171	\$5,355	\$3,816 plus	\$30.98	\$29.85	\$1.13	\$10,001	\$4,277	\$5,724 plus	\$4.12	\$4.12	\$0.00	\$5,796.18	\$4,652.52	\$10,448.71	plus	36.22	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		30,000	\$14,747	\$10,728	\$4,019 plus	\$35.45	\$28.74	\$6.71	\$10,742	\$5,018	\$5,724 plus	\$16.55	\$16.55	\$0.00	\$11,529.78	\$5,438.61	\$16,968.39	plus	48.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		60,000	\$25,380	\$19,350	\$6,030 plus	\$42.30	\$32.25	\$10.05	\$15,705	\$9,981	\$5,724 plus	\$26.18	\$16.64	\$9.54	\$20,821.44	\$10,799.35	\$31,620.79	plus	40.93	for each additional 100 s.f. or fraction thereof							
B	Shell Bldg: Business—Professional Office	1,000	\$3,918	\$1,218	\$2,700 plus	\$61.97	\$56.35	\$5.62	\$7,257	\$2,678	\$4,580 plus	\$27.25	\$27.25	\$0.00	\$1,363.90	\$3,000.57	\$4,364.46	plus	89.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$6,397	\$3,472	\$2,924 plus	\$63.80	\$54.80	\$9.00	\$8,347	\$3,767	\$4,580 plus	\$20.11	\$20.10	\$0.01	\$3,793.58	\$4,144.23	\$7,937.81	plus	79.09	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$9,587	\$6,212	\$3,374 plus	\$42.64	\$33.64	\$9.00	\$9,353	\$4,772	\$4,580 plus	\$22.73	\$22.74	-\$0.01	\$6,716.28	\$5,176.10	\$11,892.38	plus	61.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$13,850	\$9,576	\$4,274 plus	\$32.79	\$32.04	\$0.75	\$11,626	\$7,046	\$4,579 plus	\$4.07	\$4.07	\$0.00	\$10,431.99	\$7,590.50	\$18,022.49	plus	39.20	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$23,688	\$19,188	\$4,500 plus	\$35.30	\$30.82	\$4.49	\$12,846	\$8,268	\$4,578 plus	\$16.36	\$16.34	\$0.01	\$20,755.52	\$9,027.25	\$29,782.77	plus	50.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$41,340	\$34,596	\$6,744 plus	\$41.34	\$34.60	\$6.74	\$21,024	\$16,440	\$4,584 plus	\$21.02	\$16.44	\$4.58	\$37,209.16	\$17,722.47	\$54,931.64	plus	58.90	for each additional 100 s.f. or fraction thereof							
	Other Shell Building	1,000	\$4,738	\$1,122	\$3,616 plus	\$61.97	\$56.35	\$5.62	\$8,590	\$2,865	\$5,725 plus	\$29.15	\$29.15	\$0.00	\$1,236.83	\$3,127.64	\$4,364.46	plus	89.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$7,115	\$3,198	\$3,917 plus	\$63.80	\$54.80	\$9.00	\$9,756	\$4,031	\$5,725 plus	\$21.54	\$21.53	\$0.02	\$3,539.44	\$4,398.37	\$7,937.81	plus	76.55	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$10,242	\$5,723	\$4,520 plus	\$42.64	\$33.64	\$9.00	\$10,833	\$5,108	\$5,726 plus	\$24.30	\$24.32	-\$0.02	\$6,207.98	\$5,557.33	\$11,765.31	plus	58.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$14,544	\$8,820	\$5,724 plus	\$32.79	\$32.04	\$0.75	\$13,263	\$7,539	\$5,724 plus	\$4.37	\$4.37	\$0.00	\$9,542.47	\$8,098.80	\$17,641.27	plus	37.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$23,693	\$17,670	\$6,023 plus	\$35.30	\$30.82	\$4.49	\$14,573	\$8,850	\$5,723 plus	\$17.51	\$17.49	\$0.01	\$19,103.56	\$9,662.62	\$28,766.18	plus	49.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$40,905	\$31,860	\$9,045 plus	\$41.34	\$34.60	\$6.74	\$23,325	\$17,595	\$5,730 plus	\$23.33	\$17.60	\$5.73	\$34,286.47	\$18,993.21	\$53,279.68	plus	41.87	for each additional 100 s.f. or fraction thereof							

BUILDING PERMIT FEES - CONSTRUCTION TYPES: IIA, IIB, IIIA, IIIB, IV																													
			Old Construction Fee Schedule												New Construction Fee Schedule														
IBC Class	IBC Occupancy	Square Footage	Plan Check Fee						Inspection Check Fee						Plan Check Fee	Inspection Check Fee	Total												
			Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only															
A-1	Assembly—Fixed Seating Theater, Concert Hall	1,000	\$3,780.25	\$1,102.00	\$2,678.25	plus	\$56.56	\$50.97	\$5.59	\$3,847	\$1,503	\$2,344	plus	\$15.29	\$15.29	\$0.00	\$1,243.15	\$1,729.83	\$2,972.98	plus	70.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$6,042.50	\$3,140.83	\$2,901.67	plus	\$58.50	\$49.58	\$8.92	\$4,458	\$2,115	\$2,343	plus	\$11.28	\$11.28	\$0.00	\$3,442.94	\$2,365.20	5,808.14	plus	66.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$8,967.50	\$5,620.00	\$3,347.50	plus	\$39.34	\$30.42	\$8.93	\$5,023	\$2,679	\$2,343	plus	\$12.78	\$12.78	\$0.00	\$6,111.49	\$3,000.57	9,112.05	plus	45.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$12,901.67	\$8,661.67	\$4,240.00	plus	\$29.73	\$28.99	\$0.74	\$6,300	\$3,957	\$2,343	plus	\$2.28	\$2.28	-\$0.01	\$9,415.40	\$4,271.30	13,686.70	plus	33.87	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$21,820.83	\$17,358.33	\$4,462.50	plus	\$32.34	\$27.88	\$4.66	\$6,983	\$4,642	\$2,342	plus	\$9.18	\$9.18	\$0.00	\$18,783.50	\$5,064.32	23,847.82	plus	35.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$37,991.67	\$31,300.00	\$6,691.67	plus	\$37.99	\$31.30	\$6.49	\$11,575	\$9,233	\$2,342	plus	\$11.58	\$9.23	\$2.34	\$31,490.85	\$10,020.19	41,511.04	plus	30.07	for each additional 100 s.f. or fraction thereof							
A-2	Assembly—Food & Drink Restaurant, Night Club, Bar	1,000	\$4,683.30	\$1,469.40	\$3,213.90	plus	\$74.66	\$67.95	\$6.70	\$4,923	\$2,111	\$2,812	plus	\$21.47	\$21.48	\$0.00	\$1,618.05	\$2,365.20	\$3,983.24	plus	96.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$7,669.50	\$4,187.50	\$3,482.00	plus	\$76.83	\$66.13	\$10.70	\$5,782	\$2,970	\$2,812	plus	\$15.86	\$15.86	\$0.00	\$4,586.60	\$3,254.71	7,841.32	plus	88.95	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$11,511.00	\$7,494.00	\$4,017.00	plus	\$51.27	\$40.56	\$10.71	\$6,575	\$3,763	\$2,812	plus	\$17.91	\$17.91	\$0.00	\$8,144.66	\$4,144.23	12,288.89	plus	62.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$16,638.00	\$11,550.00	\$5,088.00	plus	\$39.52	\$38.63	\$0.89	\$8,366	\$5,554	\$2,812	plus	\$3.21	\$3.22	-\$0.01	\$12,465.16	\$6,050.33	18,515.49	plus	45.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$28,495.00	\$23,140.00	\$5,355.00	plus	\$42.53	\$37.18	\$5.35	\$9,330	\$6,520	\$2,810	plus	\$12.88	\$12.88	\$0.00	\$25,010.10	\$7,097.50	32,107.60	plus	53.37	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$49,760.00	\$41,730.00	\$8,030.00	plus	\$49.76	\$41.73	\$8.03	\$15,770	\$12,960	\$2,810	plus	\$15.77	\$12.96	\$2.81	\$44,833.57	\$13,959.47	58,793.04	plus	45.62	for each additional 100 s.f. or fraction thereof							
A-3	Assembly—Worship, Amusement Arcade, Church, Community Hall	1,000	\$4,683.30	\$1,469.40	\$3,213.90	plus	\$74.66	\$67.95	\$6.70	\$4,616	\$1,804	\$2,812	plus	\$18.35	\$18.35	\$0.00	\$1,618.05	\$1,983.98	\$3,602.02	plus	93.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$7,669.50	\$4,187.50	\$3,482.00	plus	\$76.83	\$66.13	\$10.70	\$5,350	\$2,538	\$2,812	plus	\$13.54	\$13.54	\$0.00	\$4,586.60	\$2,746.42	7,333.02	plus	86.41	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$11,511.00	\$7,494.00	\$4,017.00	plus	\$51.27	\$40.56	\$10.71	\$6,027	\$3,215	\$2,812	plus	\$15.33	\$15.33	\$0.00	\$8,144.66	\$3,508.86	11,653.52	plus	59.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$16,638.00	\$11,550.00	\$5,088.00	plus	\$39.52	\$38.63	\$0.89	\$7,560	\$4,748	\$2,812	plus	\$2.73	\$2.74	-\$0.01	\$12,465.16	\$5,160.82	17,625.98	plus	44.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$28,495.00	\$23,140.00	\$5,355.00	plus	\$42.53	\$37.18	\$5.35	\$8,380	\$5,570	\$2,810	plus	\$11.02	\$11.02	\$0.00	\$25,010.10	\$6,080.91	31,091.01	plus	51.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$49,760.00	\$41,730.00	\$8,030.00	plus	\$49.76	\$41.73	\$8.03	\$13,890	\$11,080	\$2,810	plus	\$13.89	\$11.08	\$2.81	\$44,833.57	\$26,940.00	56,759.86	plus	43.88	for each additional 100 s.f. or fraction thereof							
A-4	Assembly—Indoor Sport Viewing Arena, Skating Rink, Tennis Court	1,000	\$4,763.40	\$1,549.50	\$3,213.90	plus	\$78.37	\$71.66	\$6.70	\$4,616	\$1,804	\$2,812	plus	\$18.35	\$18.35	\$0.00	\$1,745.12	\$1,983.98	\$3,729.10	plus	96.45	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		5,000	\$7,898.00	\$4,416.00	\$3,482.00	plus	\$80.42	\$69.72	\$10.70	\$5,350	\$2,538	\$2,812	plus	\$13.54	\$13.54	\$0.00	\$4,840.75	\$2,746.42	7,587.17	plus	91.49	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		10,000	\$11,919.00	\$7,902.00	\$4,017.00	plus	\$53.49	\$42.78	\$10.71	\$6,027	\$3,215	\$2,812	plus	\$15.33	\$15.33	\$0.00	\$8,652.96	\$3,508.86	12,161.82	plus	62.27	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		20,000	\$17,268.00	\$12,180.00	\$5,088.00	plus	\$41.64	\$40.75	\$0.89	\$7,560	\$4,748	\$2,812	plus	\$2.73	\$2.74	-\$0.01	\$13,227.60	\$5,160.82	18,388.42	plus	46.58	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		50,000	\$29,760.00	\$24,405.00	\$5,355.00	plus	\$44.56	\$39.21	\$5.35	\$8,380	\$5,570	\$2,810	plus	\$11.02	\$11.02	\$0.00	\$26,280.84	\$6,080.91	32,361.74	plus	53.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		100,000	\$52,040.00	\$44,010.00	\$8,030.00	plus	\$52.04	\$44.01	\$8.03	\$13,890	\$11,080	\$2,810	plus	\$13.89	\$11.08	\$2.81	\$47,375.04	\$11,926.29	59,301.33	plus	46.13	for each additional 100 s.f. or fraction thereof							
A	A Occupancy Tenant Improvements	400	\$2,516.48	\$427.44	\$2,089.04	plus	\$60.31	\$49.42	\$10.89	\$3,695	\$883	\$2,812	plus	\$22.46	\$22.46	\$0.00	\$586.17	\$967.39	\$1,553.56	plus	73.39	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.							
		2,000	\$3,481.40	\$1,218.20	\$2,263.20	plus	\$65.49	\$48.09	\$17.40	\$4,054	\$1,242	\$2,812	plus	\$16.56	\$16.57	-\$0.01	\$1,379.19	\$1,348.61	2,727.80	plus	69.89	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		4,000	\$4,791.20	\$2,180.00	\$2,611.20	plus	\$46.92	\$29.50	\$17.42	\$4,386	\$1,574	\$2,812	plus	\$18.74	\$18.74	\$0.00	\$2,395.78	\$1,729.83	4,125.61	plus	54.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		8,000	\$6,668.00	\$3,360.00	\$3,308.00	plus	\$29.55	\$28.10	\$1.45	\$5,135	\$2,323	\$2,812	plus	\$3.36	\$3.36	\$0.00	\$3,666.51	\$2,619.35	6,285.86	plus	34.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.							
		20,000	\$10,214.00	\$6,732.00	\$3,482.00	plus	\$35.75	\$27.04	\$8.71	\$5,538	\$2,726	\$2,812	plus	\$13.47	\$13.47	\$0.00	\$7,351.64	\$3,024.21	10,375.86	plus	43.32	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		40,000	\$17,364.00	\$12,140.00	\$5,224.00	plus	\$43.41	\$30.35	\$13.06	\$8,232	\$5,420	\$2,812	plus	\$20.58	\$13.55	\$7.03	\$13,069.95	\$5,970.55	19,040.51	plus	35.68	for each additional 100 s.f. or fraction thereof							
B	Business—Bank	100	\$3,879.00	\$1,789.95	\$2,089.05	plus	\$871.38	\$827.85	\$43.53	\$3,856	\$1,043	\$2,812	plus	\$106.18	\$106.18	\$0.00	\$1,968.69	\$1,221.54	\$3,190.23	plus	984.82	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		500	\$7,364.50	\$5,101.35	\$2,263.15	plus	\$875.10	\$805.47	\$69.63	\$4,280	\$1,468	\$2,812	plus	\$78.34	\$78.34	\$0.00	\$5,526.75	\$1,602.76	7,129.51	plus	965.76	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		1,000	\$11,740.00	\$9,128.70	\$2,611.30	plus	\$563.66	\$494.03	\$69.63	\$4,672	\$1,860	\$2,812	plus	\$88.60	\$88.60	\$0.00	\$9,847.25	\$2,111.05	11,958.30	plus	611.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.							
		2,000	\$17,376.60	\$14,069.00	\$3,307.60	plus	\$476.56	\$470.75	\$5.81	\$5,558	\$2,746	\$2,812	plus	\$15.85	\$15.86	-\$0.01	\$15,072.55	\$3,000.57	18,073.12	plus	521.79	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.							
		5,000	\$31,673.50	\$28,191.50	\$3,482.00	plus	\$487.69	\$452.87	\$34.82	\$6,034	\$3,222	\$2,812	plus	\$63.71	\$63.71	\$0.00	\$30,194.30	\$3,532.51	33,726.81	plus	555.13	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.							
		10,000	\$56,058.00	\$50,835.00	\$5,223.00	plus	\$560.58	\$508.35	\$52.23	\$9,219	\$6,407	\$2,812	plus	\$92.19	\$64.07	\$28.12	\$54,495.93	\$6,987.14	61,483.07	plus	482.94	for each additional 100 s.f. or fraction thereof							
B	Business—Clinic, Outpatient	100	\$3,879.41	\$1,629.66	\$2,249.75	plus	\$800.59	\$753.71	\$46.88	\$3,856	\$1,043	\$2,812	plus	\$106.18	\$106.18	\$0.00	\$1,841.62	\$1,221.54	\$3,063.15	plus	889.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 2,500 s.f.							
		500	\$7,081.75	\$4,644.50	\$2,437.25	plus	\$808.33	\$733.34	\$74.99	\$4,280	\$1,468	\$2,812	plus	\$78.34	\$78.34	\$0.00	\$5,018.45	\$1,602.76	6,621.21	plus	889.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.							
		1,000	\$11,123.40	\$8,311.20	\$2,812.20	plus	\$524.78	\$449.78	\$75.00	\$4,672	\$1,860	\$2,812	plus	\$88.60	\$88.60	\$0.00	\$9,957.73	\$2,111.05	11,068.78	plus	573.36	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.							
		2,000	\$16,371.20	\$12,809.00	\$3,562.20	plus	\$434.84	\$428.60	\$6.24	\$5,558	\$2,746	\$2,812	plus	\$15.85	\$15.86	-\$0.01	\$13,801.82	\$3,000.57	16,802.38	plus	475.20	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 25,000 s.f.							
		5,000	\$29,416.50	\$25,667.00	\$3,749.50	plus	\$449.79	\$412.30	\$37.49	\$6,034	\$3,222	\$2,812	plus	\$63.71	\$63.71	\$0.00	\$27,525.76	\$3,532.51	31,058.27	plus	511.92	for each additional 100 s.f. or fraction thereof > half of 100 s.f							

		BUILDING PERMIT FEES - CONSTRUCTION TYPES: IIA, IIB, IIIA, IIIB, IV															New Construction Fee Schedule				
		Old Construction Fee Schedule																			
IBC Class	IBC Occupancy	Square Footage	Plan Check Fee						Inspection Check Fee												
			Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only							
E	Educational—Group Occupancy 6+ persons, up to the 12th Grade	500	\$4,584.13	\$968.44	\$3,615.69 plus	\$104.64	\$89.58	\$15.06	\$9,891	\$1,354	\$8,537 plus	\$27.55	\$27.56	-\$0.01	\$1,094.46	\$1,460.39	\$2,554.86 plus	127.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		
		2,500	\$6,676.88	\$2,760.00	\$3,916.88 plus	\$111.25	\$87.15	\$24.10	\$10,443	\$1,906	\$8,537 plus	\$20.35	\$20.35	\$0.00	\$3,000.57	\$2,095.76	\$5,096.33 plus	118.74	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		
		5,000	\$9,458.13	\$4,938.75	\$4,519.38 plus	\$77.59	\$53.48	\$24.11	\$10,951	\$2,414	\$8,537 plus	\$23.00	\$22.99	\$0.01	\$5,445.54	\$2,619.35	\$8,064.89 plus	81.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		
		10,000	\$13,337.50	\$7,612.50	\$5,725.00 plus	\$52.94	\$50.94	\$2.00	\$12,101	\$3,564	\$8,538 plus	\$4.12	\$4.12	\$0.00	\$8,241.16	\$3,890.08	12,131.24 plus	59.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		
		25,000	\$21,278.13	\$15,253.13	\$6,025.00 plus	\$61.06	\$49.01	\$12.05	\$12,719	\$4,181	\$8,538 plus	\$16.55	\$16.55	\$0.00	\$16,435.02	\$4,564.39	20,999.41 plus	71.05	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		
		50,000	\$36,543.75	\$27,506.25	\$9,037.50 plus	\$73.09	\$55.01	\$18.08	\$16,856	\$8,319	\$8,538 plus	\$33.71	\$16.64	\$17.08	\$29,711.82	\$9,050.90	38,762.72 plus	59.36	for each additional 100 s.f. or fraction thereof		
E	Educational—Day Care 5+ children, older than 2 1/2 yrs	300	\$4,082.66	\$667.88	\$3,414.79 plus	\$126.68	\$102.97	\$23.72	\$3,614	\$1,354	\$2,260 plus	\$45.94	\$45.94	\$0.00	\$840.32	\$1,460.39	\$2,300.71 plus	158.84	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		
		1,500	\$5,602.88	\$1,903.50	\$3,699.38 plus	\$138.13	\$100.18	\$37.95	\$4,166	\$1,906	\$2,260 plus	\$33.90	\$33.90	\$0.00	\$2,111.05	\$2,095.76	4,206.81 plus	147.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		
		3,000	\$7,674.75	\$3,406.13	\$4,268.63 plus	\$99.40	\$61.46	\$37.94	\$4,674	\$2,414	\$2,260 plus	\$38.33	\$38.33	\$0.00	\$3,793.58	\$2,619.35	6,412.93 plus	105.89	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		
		6,000	\$10,656.75	\$5,250.00	\$5,406.75 plus	\$61.70	\$58.54	\$3.15	\$5,824	\$3,564	\$2,260 plus	\$6.85	\$6.86	\$0.00	\$5,699.69	\$3,890.08	9,589.77 plus	71.71	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		
		15,000	\$16,209.38	\$10,518.75	\$5,690.63 plus	\$75.31	\$56.33	\$18.99	\$6,441	\$4,181	\$2,259 plus	\$27.59	\$27.58	\$0.01	\$11,479.15	\$4,564.39	16,043.54 plus	90.47	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		
		30,000	\$27,506.25	\$18,967.50	\$8,538.75 plus	\$91.69	\$63.23	\$28.46	\$10,579	\$8,318	\$2,261 plus	\$35.26	\$27.73	\$7.54	\$20,562.53	\$9,050.90	29,613.42 plus	74.31	for each additional 100 s.f. or fraction thereof		
F-1	Factory Industrial—Moderate Hazard	1,500	\$4,382.55	\$1,771.20	\$2,611.35 plus	\$19.25	\$15.89	\$3.35	\$8,868	\$2,039	\$6,830 plus	\$43.61	\$10.14	\$33.47	\$2,014.55	\$2,238.12	\$4,252.68 plus	27.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		
		7,500	\$5,537.25	\$2,724.75	\$2,812.50 plus	\$53.45	\$45.41	\$8.04	\$11,485	\$2,647	\$8,838 plus	\$13.17	\$13.17	\$0.00	\$3,031.14	\$2,873.49	5,904.64 plus	65.00	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		
		15,000	\$9,546.00	\$6,130.50	\$3,415.50 plus	\$39.24	\$36.57	\$2.67	\$12,473	\$3,635	\$8,838 plus	\$7.73	\$7.73	\$0.00	\$6,746.85	\$4,032.44	10,779.30 plus	46.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		
		30,000	\$15,432.00	\$11,616.00	\$3,816.00 plus	\$26.54	\$25.65	\$0.89	\$13,632	\$4,794	\$8,838 plus	\$4.12	\$4.13	-\$0.01	\$12,622.81	\$5,176.10	17,798.92 plus	32.06	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		
		75,000	\$27,375.00	\$23,160.00	\$4,215.00 plus	\$31.96	\$30.62	\$1.34	\$15,488	\$6,653	\$8,835 plus	\$7.67	\$7.67	\$0.00	\$24,979.52	\$7,248.22	32,227.74 plus	40.91	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		
		150,000	\$51,345.00	\$46,125.00	\$5,220.00 plus	\$34.23	\$30.75	\$3.48	\$21,240	\$12,405	\$8,835 plus	\$14.16	\$8.27	\$5.89	\$49,535.29	\$13,371.40	62,906.69 plus	38.19	for each additional 100 s.f. or fraction thereof		
F-2	Factory Industrial—Low Hazard	2,000	\$5,301.50	\$1,886.75	\$3,414.75 plus	\$47.18	\$43.63	\$3.55	\$10,140	\$4,114	\$6,026 plus	\$20.93	\$20.93	\$0.00	\$2,141.63	\$4,525.45	\$6,667.08 plus	68.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		
		10,000	\$9,076.25	\$5,377.50	\$3,698.75 plus	\$48.14	\$42.45	\$5.69	\$11,814	\$5,788	\$6,026 plus	\$15.44	\$15.45	-\$0.01	\$5,826.76	\$6,304.48	12,131.24 plus	62.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		
		20,000	\$13,890.00	\$9,622.50	\$4,267.50 plus	\$31.73	\$26.04	\$0.69	\$13,358	\$7,333	\$6,025 plus	\$17.46	\$17.46	\$0.00	\$10,431.99	\$7,971.72	18,403.71 plus	46.53	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		
		40,000	\$20,235.00	\$14,830.00	\$5,405.00 plus	\$25.28	\$24.80	\$5.47	\$16,850	\$10,825	\$6,026 plus	\$3.13	\$3.13	\$0.00	\$16,053.80	\$11,656.86	27,710.65 plus	29.98	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		
		100,000	\$35,400.00	\$29,712.50	\$5,687.50 plus	\$26.70	\$23.86	\$2.84	\$18,725	\$12,700	\$6,026 plus	\$12.65	\$12.65	\$0.00	\$31,968.57	\$13,728.97	45,697.54 plus	39.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		
		200,000	\$62,100.00	\$53,575.00	\$8,525.00 plus	\$31.05	\$26.79	\$4.26	\$31,275	\$25,250	\$6,025 plus	\$15.64	\$12.63	\$3.01	\$57,540.93	\$27,222.41	84,763.34 plus	33.59	for each additional 100 s.f. or fraction thereof		
H-1	High Hazard Group H-1 Pose a detonation hazard	600	\$3,279.70	\$467.50	\$2,812.20 plus	\$45.80	\$36.04	\$9.76	\$4,461	\$1,281	\$3,180 plus	\$21.73	\$21.73	\$0.00	\$616.75	\$1,475.68	\$2,092.43 plus	60.79	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		
		3,000	\$4,379.00	\$1,332.50	\$3,046.50 plus	\$50.68	\$35.07	\$15.62	\$4,983	\$1,802	\$3,181 plus	\$16.03	\$16.03	\$0.00	\$1,983.98	\$1,983.98	3,551.39 plus	56.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		
		6,000	\$5,899.50	\$2,384.50	\$3,515.00 plus	\$37.14	\$21.51	\$15.63	\$5,464	\$2,283	\$3,181 plus	\$18.13	\$18.13	-\$0.01	\$2,741.65	\$2,492.27	5,233.93 plus	42.87	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		
		12,000	\$8,128.00	\$3,675.00	\$4,453.00 plus	\$21.79	\$20.49	\$1.30	\$6,551	\$3,271	\$3,180 plus	\$3.24	\$3.24	\$0.00	\$4,170.04	\$3,635.93	7,805.97 plus	25.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		
		30,000	\$12,050.00	\$7,362.50	\$4,687.50 plus	\$27.53	\$19.73	\$7.81	\$7,135	\$3,955	\$3,180 plus	\$13.03	\$13.03	\$0.00	\$8,109.32	\$4,325.53	12,434.85 plus	35.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		
		60,000	\$20,310.00	\$13,280.00	\$7,030.00 plus	\$33.85	\$22.13	\$11.72	\$11,045	\$7,865	\$3,180 plus	\$18.41	\$13.11	\$5.30	\$14,463.00	\$8,542.60	23,005.60 plus	28.66	for each additional 100 s.f. or fraction thereof		
H-3	High Hazard Group H-3 Readily support combustion	600	\$4,768.73	\$751.35	\$4,017.38 plus	\$71.87	\$57.91	\$13.95	\$6,692	\$1,921	\$4,771 plus	\$32.59	\$32.59	\$0.00	\$870.89	\$2,111.05	\$2,981.94 plus	103.15	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		
		3,000	\$6,493.50	\$2,141.25	\$4,352.25 plus	\$78.68	\$56.35	\$22.33	\$7,474	\$2,703	\$4,771 plus	\$24.04	\$24.04	\$0.00	\$2,456.93	\$3,000.57	5,457.50 plus	85.73	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		
		6,000	\$8,853.75	\$3,831.75	\$5,022.00 plus	\$69.89	\$34.56	\$22.33	\$8,195	\$3,425	\$4,771 plus	\$27.19	\$27.20	-\$0.01	\$4,266.54	\$3,763.01	8,029.54 plus	68.28	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		
		12,000	\$12,267.00	\$5,905.50	\$6,361.50 plus	\$34.81	\$32.94	\$1.87	\$9,827	\$5,057	\$4,770 plus	\$4.87	\$4.87	\$0.00	\$6,584.44	\$5,542.04	12,126.47 plus	40.54	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.		
		30,000	\$18,532.50	\$11,835.00	\$6,697.50 plus	\$42.83	\$31.68	\$11.15	\$10,703	\$5,933	\$4,770 plus	\$19.55	\$19.55	\$0.00	\$12,938.12	\$6,485.78	19,423.89 plus	54.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.		
		60,000	\$31,380.00	\$21,337.50	\$10,042.50 plus	\$52.30	\$35.56	\$16.74	\$16,568	\$11,798	\$4,770 plus	\$27.61	\$19.66	\$7.95	\$23,104.00	\$12,736.03	35,840.03 plus	44.81	for each additional 100 s.f. or fraction thereof		
H-4	High Hazard Group H-4 Pose health hazards	300	\$3,380.49	\$327.27	\$3,053.22 plus	\$71.66	\$50.45	\$21.20	\$6,025	\$1,204	\$4,821 plus	\$40.83	\$40.84	\$0.00	\$489.67	\$1,348.61	\$1,838.28 plus	100.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.		
		1,500	\$4,240.35	\$932.70	\$3,307.65 plus	\$83.03	\$49.10	\$33.93	\$6,515	\$1,694	\$4,821 plus	\$30.14	\$30.13	\$0.01	\$1,186.19	\$1,856.90	3,043.10 plus	86.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.		
		3,000	\$5,485.80	\$1,669.20	\$3,816.60 plus	\$64.02	\$30.10	\$33.92	\$6,967	\$2,146	\$4,821 plus	\$34.07	\$34.07	\$0.00	\$1,979.21	\$2,365.20	4,344.41 plus	73.03	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.		
		6,000	\$7,406.40	\$2,762.20																	

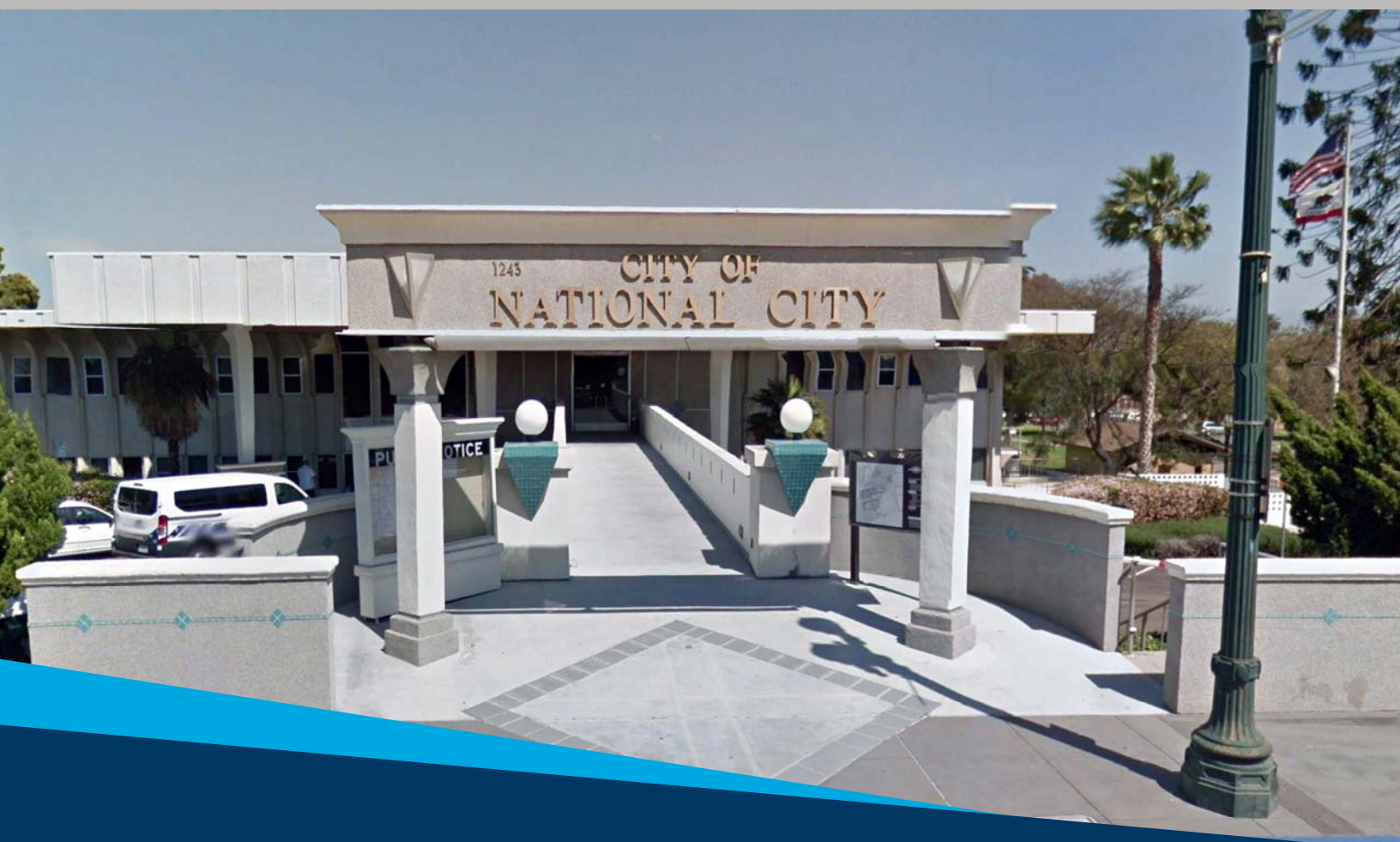
BUILDING PERMIT FEES - CONSTRUCTION TYPES: IIA, IIB, IIIA, IIIB, IV															New Construction Fee Schedule									
			Old Construction Fee Schedule																					
IBC Class	IBC Occupancy	Square Footage	Plan Check Fee						Inspection Check Fee						Plan Check Fee	Inspection Check Fee	Total							
			Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only										
M	Mercantile—Market	500	\$2,838	\$588	\$2,250 plus	\$63.74	\$54.36	\$9.38	\$4,578	\$1,766	\$2,812 plus	\$35.94	\$35.94	\$0.00	\$713.24	\$1,983.98	\$2,697.22	plus	95.31	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.				
		2,500	\$4,112	\$1,675	\$2,437 plus	\$67.89	\$52.90	\$14.99	\$5,297	\$2,485	\$2,812 plus	\$26.51	\$26.52	-\$0.01	\$1,856.90	\$2,746.42	4,603.32	plus	86.41	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.				
		5,000	\$5,810	\$2,998	\$2,812 plus	\$47.45	\$32.45	\$15.00	\$5,960	\$3,148	\$2,812 plus	\$29.99	\$29.99	\$0.00	\$3,254.71	\$3,508.86	6,763.57	plus	66.69	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.				
		10,000	\$8,182	\$4,620	\$3,562 plus	\$32.17	\$30.92	\$1.25	\$7,459	\$4,647	\$2,812 plus	\$5.37	\$5.37	\$0.00	\$5,064.32	\$5,033.74	10,098.06	plus	39.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.				
		25,000	\$13,008	\$9,258	\$3,750 plus	\$37.23	\$29.73	\$7.50	\$8,265	\$5,453	\$2,813 plus	\$21.54	\$21.55	-\$0.01	\$10,020.19	\$5,977.48	15,997.67	plus	55.23	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.				
		50,000	\$22,315	\$16,690	\$5,625 plus	\$44.63	\$33.38	\$11.25	\$13,650	\$10,840	\$2,810 plus	\$27.30	\$21.68	\$5.62	\$18,086.98	\$11,719.44	29,806.42	plus	46.08	for each additional 100 s.f. or fraction thereof				
M	Mercantile—Motor fuel-dispensing	100	\$3,897	\$1,486	\$2,410 plus	\$737.51	\$687.30	\$50.22	\$4,668	\$2,408	\$2,260 plus	\$245.02	\$245.01	\$0.01	\$1,821.56	\$2,649.92	\$4,471.49	plus	1,016.59	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.				
		500	\$6,847	\$4,235	\$2,611 plus	\$749.06	\$668.73	\$80.34	\$5,648	\$3,388	\$2,260 plus	\$180.79	\$180.80	-\$0.01	\$4,744.25	\$3,793.58	8,537.84	plus	889.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.				
		1,000	\$10,592	\$7,579	\$3,013 plus	\$490.51	\$410.16	\$80.35	\$6,552	\$4,292	\$2,260 plus	\$204.46	\$204.46	\$0.00	\$8,302.31	\$4,683.10	12,985.41	plus	648.08	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.				
		2,000	\$15,497	\$11,681	\$3,817 plus	\$397.54	\$390.84	\$6.70	\$8,596	\$6,337	\$2,260 plus	\$36.63	\$36.62	\$0.01	\$12,622.81	\$6,843.35	19,466.16	plus	466.57	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.				
		5,000	\$27,423	\$23,406	\$4,018 plus	\$416.14	\$375.96	\$40.18	\$9,695	\$7,435	\$2,260 plus	\$147.00	\$147.00	\$0.00	\$25,264.25	\$8,198.89	33,463.14	plus	558.28	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.				
		10,000	\$48,230	\$42,204	\$6,026 plus	\$482.30	\$422.04	\$60.26	\$17,045	\$14,785	\$2,260 plus	\$170.45	\$147.85	\$22.60	\$45,403.02	\$15,974.02	61,377.04	plus	481.69	for each additional 100 s.f. or fraction thereof				
M	M Occupancy Tenant Improvements	500	\$2,510	\$501	\$2,009 plus	\$54.71	\$46.33	\$8.38	\$6,100	\$1,329	\$4,771 plus	\$27.05	\$27.05	\$0.00	\$586.17	\$1,475.68	\$2,061.85	plus	82.60	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.				
		2,500	\$3,604	\$1,428	\$2,176 plus	\$58.45	\$45.08	\$13.38	\$6,641	\$1,870	\$4,771 plus	\$19.96	\$19.96	\$0.00	\$1,602.76	\$2,111.05	3,713.81	plus	71.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.				
		5,000	\$5,065	\$2,554	\$2,511 plus	\$41.05	\$27.66	\$13.39	\$7,140	\$2,369	\$4,771 plus	\$22.60	\$22.59	\$0.00	\$2,873.49	\$2,619.35	5,492.84	plus	50.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.				
		10,000	\$7,118	\$3,938	\$3,180 plus	\$27.47	\$26.35	\$1.11	\$8,270	\$3,499	\$4,771 plus	\$4.03	\$4.03	\$0.00	\$4,271.30	\$3,763.01	8,034.31	plus	33.40	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.				
		25,000	\$11,238	\$7,891	\$3,347 plus	\$32.03	\$25.34	\$6.69	\$8,875	\$4,103	\$4,772 plus	\$16.23	\$16.24	-\$0.01	\$8,495.31	\$4,549.10	13,044.40	plus	44.82	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.				
		50,000	\$19,244	\$14,225	\$5,019 plus	\$38.49	\$28.45	\$10.04	\$12,931	\$8,163	\$4,769 plus	\$25.86	\$16.33	\$9.54	\$15,357.28	\$8,893.25	24,250.52	plus	37.30	for each additional 100 s.f. or fraction thereof				
R-1	Residential—Transient Boarding Houses, Hotels, Motels	1,000	\$4,469	\$1,416	\$3,053 plus	\$71.85	\$65.49	\$6.36	\$3,846	\$2,039	\$1,808 plus	\$20.75	\$20.75	\$0.00	\$1,602.76	\$2,261.77	\$3,864.53	plus	92.13	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.				
		5,000	\$7,343	\$4,036	\$3,308 plus	\$73.90	\$63.71	\$10.19	\$4,677	\$2,869	\$1,808 plus	\$15.31	\$15.31	\$0.00	\$4,398.37	\$3,151.29	7,549.66	plus	87.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.				
		10,000	\$11,038	\$7,221	\$3,817 plus	\$49.26	\$39.09	\$10.17	\$5,442	\$3,634	\$1,808 plus	\$17.30	\$17.30	\$0.00	\$7,859.94	\$4,040.80	11,900.74	plus	59.72	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.				
		20,000	\$15,964	\$11,130	\$4,834 plus	\$38.09	\$37.23	\$0.85	\$7,172	\$5,364	\$1,808 plus	\$3.11	\$3.10	\$0.01	\$12,053.36	\$5,819.83	17,873.20	plus	43.51	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.				
		50,000	\$27,390	\$22,300	\$5,090 plus	\$40.90	\$35.82	\$5.08	\$8,105	\$6,295	\$1,810 plus	\$12.45	\$12.45	\$0.00	\$24,059.43	\$6,867.00	30,926.43	plus	51.71	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.				
		100,000	\$47,840	\$40,210	\$7,630 plus	\$47.84	\$40.21	\$7.63	\$14,330	\$12,520	\$1,810 plus	\$14.33	\$12.52	\$1.81	\$43,308.69	\$13,474.82	56,783.51	plus	44.21	for each additional 100 s.f. or fraction thereof				
R-2	Residential—Permanent, 2+ Dwellings Apartment, Dormitory, Timeshare	1,000	\$4,094	\$1,363	\$2,732 plus	\$68.71	\$63.01	\$5.69	\$3,774	\$1,966	\$1,808 plus	\$20.02	\$20.02	\$0.00	\$1,628.57	\$2,268.70	\$3,897.27	plus	88.95	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.				
		5,000	\$6,843	\$3,883	\$2,960 plus	\$70.43	\$61.32	\$9.11	\$4,575	\$2,767	\$1,808 plus	\$14.76	\$14.76	\$0.00	\$4,424.19	\$3,031.14	7,455.33	plus	81.33	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.				
		10,000	\$10,364	\$6,949	\$3,415 plus	\$46.72	\$37.61	\$9.11	\$5,313	\$3,505	\$1,808 plus	\$16.69	\$16.69	\$0.00	\$7,601.03	\$3,920.66	11,521.68	plus	59.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.				
		20,000	\$15,036	\$10,710	\$4,326 plus	\$36.60	\$35.83	\$0.76	\$6,982	\$5,174	\$1,808 plus	\$2.99	\$2.99	\$0.01	\$11,728.53	\$5,699.69	17,428.22	plus	41.59	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.				
		50,000	\$26,015	\$21,460	\$4,555 plus	\$39.01	\$34.46	\$4.55	\$7,880	\$6,070	\$1,810 plus	\$12.00	\$12.00	\$0.00	\$23,292.23	\$6,612.85	29,905.08	plus	59.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.				
		100,000	\$45,520	\$38,690	\$6,830 plus	\$45.52	\$38.69	\$6.83	\$13,880	\$12,070	\$1,810 plus	\$13.88	\$12.07	\$1.81	\$46,292.54	\$13,117.25	59,409.79	plus	50.57	for each additional 100 s.f. or fraction thereof				
R-2	Residential—Permanent, 2+, Repeat Apartment, Dormitory, Timeshare	1,000	\$3,186	\$454	\$2,732 plus	\$26.70	\$21.01	\$5.69	\$3,734	\$1,926	\$1,808 plus	\$19.61	\$19.61	\$0.00	\$739.06	\$2,141.63	\$2,880.68	plus	44.48	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.				
		5,000	\$4,254	\$1,295	\$2,960 plus	\$29.54	\$20.43	\$9.11	\$4,519	\$2,711	\$1,808 plus	\$14.45	\$14.45	\$0.00	\$1,628.57	\$3,031.14	4,659.71	plus	38.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.				
		10,000	\$5,731	\$2,316	\$3,415 plus	\$21.65	\$12.54	\$9.11	\$5,241	\$3,433	\$1,808 plus	\$16.37	\$16.37	\$0.00	\$2,772.23	\$3,793.58	6,565.82	plus	31.11	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.				
		20,000	\$7,896	\$3,570	\$4,326 plus	\$12.71	\$11.95	\$0.76	\$6,878	\$5,070	\$1,808 plus	\$2.94	\$2.93	\$0.01	\$4,104.12	\$5,572.61	9,676.74	plus	15.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.				
		50,000	\$11,710	\$7,155	\$4,555 plus	\$16.04	\$11.49	\$4.55	\$7,760	\$5,950	\$1,810 plus	\$11.76	\$11.76	\$0.00	\$7,916.33	\$6,485.78	14,402.11	plus	25.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.				
		100,000	\$19,730	\$12,900	\$6,830 plus	\$19.73	\$12.90	\$6.83	\$13,640	\$11,830	\$1,810 plus	\$13.64	\$11.83	\$1.81	\$14,142.93	\$12,863.10	27,006.03	plus	20.49	for each additional 100 s.f. or fraction thereof				
R-3	Dwellings—Custom Homes	1,500	\$4,640	\$2,129	\$2,511 plus	\$85.16	\$85.14	\$0.01	\$4,102	\$1,842	\$2,260 plus	\$182.76	\$57.21	\$125.56	\$2,456.93	\$2,111.05	\$4,567.98	plus	139.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.				
		2,500	\$5,491	\$2,980	\$2,511 plus	\$118.65	\$85.18	\$33.47	\$5,929	\$2,414	\$3,515 plus	\$15.48	\$15.50	-\$0.02	\$3,346.45	\$2,619.35	5,965.79	plus	114.21	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.				
		4,000	\$7,271	\$4,258	\$3,013 plus	\$110.28	\$85.14	\$25.14	\$6,162	\$2,647	\$3,515 plus	\$25.73	\$25.73	\$0.00	\$4,805.41	\$2,873.49	7,678.90	plus	114.37	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.				
		5,000	\$8,374	\$5,109	\$3,264 plus	\$118.52	\$80.88	\$37.64	\$6,419	\$2,904	\$3,515 plus	\$17.78	\$17.78	-\$0.01	\$5,694.92	\$3,127.64	8,822.56	plus	111.07	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.				
		7,000	\$10,744	\$6,727	\$4,017 plus	\$104.61	\$79.48	\$25.14	\$6,774	\$3,259	\$3,515 plus	\$30.98	\$30.98	\$0.00	\$7,504.53	\$3,539.44	11,043.97	plus	119.62	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.				
		10,000	\$13,883	\$9,111	\$4,771 plus	\$138.83	\$91.11	\$47.71	\$7,704	\$4,189	\$3,515 plus	\$77.04	\$41.89	\$35.15	\$10,076.58	\$4,556.03	14,632.60	plus	90.14	for each additional 100 s.f. or fraction thereof				
R-3	Dwell																							

BUILDING PERMIT FEES - CONSTRUCTION TYPES: IIA, IIB, IIIA, IIIB, IV														
			Old Construction Fee Schedule											
			Plan Check Fee						Inspection Check Fee					
IBC Class	IBC Occupancy	Square Footage	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only
S-1	Storage—Moderate Hazard	1,000	\$2,811	\$534	\$2,277 plus	\$29.46	\$24.71	\$4.74	\$3,881	\$2,374	\$1,507 plus	\$24.16	\$24.16	\$0.00
		5,000	\$3,989	\$1,523	\$2,466 plus	\$31.63	\$24.04	\$7.59	\$4,848	\$3,341	\$1,507 plus	\$17.83	\$17.83	\$0.00
		10,000	\$5,571	\$2,725	\$2,846 plus	\$22.34	\$14.75	\$7.59	\$5,739	\$4,233	\$1,507 plus	\$20.16	\$20.16	\$0.00
		20,000	\$7,805	\$4,200	\$3,605 plus	\$14.69	\$14.06	\$0.64	\$7,755	\$6,248	\$1,507 plus	\$3.62	\$3.62	\$0.01
		50,000	\$12,213	\$8,417	\$3,796 plus	\$17.31	\$13.52	\$3.79	\$8,842	\$7,333	\$1,508 plus	\$14.50	\$14.50	\$0.00
		100,000	\$20,867	\$15,175	\$5,692 plus	\$20.87	\$15.18	\$5.69	\$16,092	\$14,583	\$1,508 plus	\$16.09	\$14.58	\$1.51
S-1	Storage—Moderate Hazard, Repair Garage Motor Vehicles (not High Hazard)	500	\$2,554	\$545	\$2,009 plus	\$58.82	\$50.46	\$8.37	\$3,098	\$1,592	\$1,507 plus	\$32.39	\$32.40	\$0.00
		2,500	\$3,731	\$1,555	\$2,176 plus	\$62.48	\$49.08	\$13.39	\$3,746	\$2,240	\$1,506 plus	\$23.92	\$23.91	\$0.01
		5,000	\$5,293	\$2,782	\$2,511 plus	\$43.52	\$30.12	\$13.40	\$4,344	\$2,838	\$1,507 plus	\$27.03	\$27.03	\$0.00
		10,000	\$7,468	\$4,288	\$3,181 plus	\$29.81	\$28.69	\$1.11	\$5,696	\$4,189	\$1,507 plus	\$4.83	\$4.84	\$0.00
		25,000	\$11,940	\$8,592	\$3,348 plus	\$34.29	\$27.60	\$6.69	\$6,421	\$4,915	\$1,506 plus	\$19.45	\$19.44	\$0.01
		50,000	\$20,513	\$15,492	\$5,021 plus	\$41.03	\$30.98	\$10.04	\$11,283	\$9,775	\$1,508 plus	\$22.57	\$19.55	\$3.02
S-2	Storage—Low Hazard	1,000	\$2,730	\$641	\$2,089 plus	\$34.01	\$29.66	\$4.35	\$4,947	\$2,135	\$2,812 plus	\$21.72	\$21.73	\$0.00
		5,000	\$4,091	\$1,828	\$2,263 plus	\$35.81	\$28.85	\$6.96	\$5,816	\$3,004	\$2,812 plus	\$16.02	\$16.02	\$0.00
		10,000	\$5,881	\$3,270	\$2,611 plus	\$24.67	\$17.70	\$6.97	\$6,617	\$3,805	\$2,812 plus	\$18.13	\$18.13	\$0.00
		20,000	\$8,348	\$5,040	\$3,308 plus	\$17.44	\$16.87	\$0.57	\$8,430	\$5,618	\$2,812 plus	\$3.23	\$3.24	-\$0.01
		50,000	\$13,580	\$10,100	\$3,480 plus	\$19.70	\$16.22	\$3.48	\$9,400	\$6,590	\$2,810 plus	\$13.04	\$13.04	\$0.00
		100,000	\$23,430	\$18,210	\$5,220 plus	\$23.43	\$18.21	\$5.22	\$15,920	\$13,110	\$2,810 plus	\$15.92	\$13.11	\$2.81
S-2	Storage—Low Hazard, Parking Garages Open or Enclosed	1,000	\$2,610	\$601	\$2,009 plus	\$32.00	\$27.81	\$4.19	\$4,203	\$1,859	\$2,344 plus	\$18.92	\$18.92	\$0.00
		5,000	\$3,890	\$1,713	\$2,176 plus	\$33.74	\$27.05	\$6.69	\$4,960	\$2,616	\$2,343 plus	\$13.96	\$13.96	\$0.00
		10,000	\$5,577	\$3,066	\$2,511 plus	\$23.28	\$16.59	\$6.69	\$5,658	\$3,314	\$2,343 plus	\$15.79	\$15.79	\$0.00
		20,000	\$7,905	\$4,725	\$3,180 plus	\$16.36	\$15.81	\$0.55	\$7,237	\$4,893	\$2,343 plus	\$2.82	\$2.83	-\$0.01
		50,000	\$12,813	\$9,467	\$3,346 plus	\$18.58	\$15.22	\$3.36	\$8,083	\$5,742	\$2,342 plus	\$11.35	\$11.35	\$0.00
		100,000	\$22,100	\$17,075	\$5,025 plus	\$22.10	\$17.08	\$5.03	\$13,758	\$11,417	\$2,342 plus	\$13.76	\$11.42	\$2.34
	Other Tenant Improvements	600	\$2,576	\$568	\$2,009 plus	\$50.74	\$43.77	\$6.98	\$6,125	\$1,354	\$4,771 plus	\$22.98	\$22.97	\$0.00
		3,000	\$3,794	\$1,618	\$2,176 plus	\$53.73	\$42.56	\$11.16	\$6,677	\$1,906	\$4,771 plus	\$16.95	\$16.95	\$0.00
		6,000	\$5,406	\$2,895	\$2,511 plus	\$37.28	\$26.13	\$11.15	\$7,185	\$2,414	\$4,771 plus	\$19.15	\$19.16	-\$0.01
		12,000	\$7,643	\$4,463	\$3,180 plus	\$25.81	\$24.88	\$0.94	\$8,334	\$3,564	\$4,770 plus	\$3.43	\$3.43	\$0.00
		30,000	\$12,289	\$8,940	\$3,349 plus	\$29.54	\$23.95	\$5.59	\$8,951	\$4,181	\$4,770 plus	\$13.79	\$13.79	\$0.00
		60,000	\$21,150	\$16,125	\$5,025 plus	\$35.25	\$26.88	\$8.38	\$13,088	\$8,318	\$4,770 plus	\$21.81	\$13.86	\$7.95
B	Shell Bldg: Business—Professional Office	1,000	\$3,265	\$1,015	\$2,250 plus	\$51.64	\$46.96	\$4.68	\$6,048	\$2,231	\$3,817 plus	\$22.71	\$22.71	\$0.00
		5,000	\$5,331	\$2,894	\$2,437 plus	\$53.17	\$45.67	\$7.50	\$6,956	\$3,140	\$3,817 plus	\$16.76	\$16.75	\$0.01
		10,000	\$7,989	\$5,177	\$2,812 plus	\$35.53	\$28.03	\$7.50	\$7,794	\$3,977	\$3,817 plus	\$18.94	\$18.95	-\$0.01
		20,000	\$11,542	\$7,980	\$3,562 plus	\$27.33	\$26.70	\$0.63	\$9,688	\$5,872	\$3,816 plus	\$3.39	\$3.39	\$0.00
		50,000	\$19,740	\$15,990	\$3,750 plus	\$29.42	\$25.68	\$3.74	\$10,705	\$6,890	\$3,815 plus	\$13.63	\$13.62	\$0.01
		100,000	\$34,450	\$28,830	\$5,620 plus	\$34.45	\$28.83	\$5.62	\$17,520	\$13,700	\$3,820 plus	\$17.52	\$13.70	\$3.82
	Other Shell Building	1,000	\$3,948	\$935	\$3,013 plus	\$49.53	\$43.25	\$6.28	\$7,158	\$2,388	\$4,771 plus	\$24.29	\$24.29	\$0.00
		5,000	\$5,929	\$2,665	\$3,264 plus	\$52.11	\$42.08	\$10.04	\$8,130	\$3,359	\$4,771 plus	\$17.95	\$17.94	\$0.01
		10,000	\$8,535	\$4,769	\$3,766 plus	\$35.85	\$25.81	\$10.04	\$9,028	\$4,256	\$4,771 plus	\$20.25	\$20.26	-\$0.01
		20,000	\$12,120	\$7,350	\$4,770 plus	\$25.41	\$24.58	\$0.83	\$11,053	\$6,283	\$4,770 plus	\$3.64	\$3.64	\$0.00
		50,000	\$19,744	\$14,725	\$5,019 plus	\$28.69	\$23.65	\$5.04	\$12,144	\$7,375	\$4,769 plus	\$14.59	\$14.58	\$0.01
		100,000	\$34,088	\$26,550	\$7,538 plus	\$34.09	\$26.55	\$7.54	\$19,438	\$14,663	\$4,775 plus	\$19.44	\$14.66	\$4.78
			New Construction Fee Schedule											
			Plan Check Fee	Inspection Check Fee	Total									
			\$616.75	\$2,619.35	\$3,236.09 plus	55.54	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 5,000 s.f.						
			\$1,821.56	\$3,635.93	5,457.50 plus	46.36	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 10,000 s.f.						
			\$3,122.88	\$4,652.52	7,775.40 plus	37.16	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 20,000 s.f.						
			\$4,678.34	\$6,812.77	11,491.11 plus	19.24	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 50,000 s.f.						
			\$9,252.98	\$8,010.66	17,263.64 plus	30.04	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 100,000 s.f.						
			\$16,496.17	\$15,785.79	32,281.97 plus	24.91	for each additional 100 s.f. or fraction thereof							
			\$743.82	\$1,729.83	\$2,473.65 plus	92.01	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 5,000 s.f.						
			\$1,821.56	\$2,492.27	4,313.83 plus	77.47	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 10,000 s.f.						
			\$3,122.88	\$3,127.64	6,250.51 plus	61.61	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 20,000 s.f.						
			\$4,805.41	\$4,525.45	9,330.86 plus	35.94	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 50,000 s.f.						
			\$9,380.06	\$5,342.12	14,722.17 plus	50.42	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 100,000 s.f.						
			\$16,750.32	\$10,575.78	27,326.10 plus	42.14	for each additional 100 s.f. or fraction thereof							
			\$743.82	\$2,365.20	\$3,109.02 plus	55.54	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 5,000 s.f.						
			\$2,075.71	\$3,254.71	5,330.42 plus	51.44	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 10,000 s.f.						
			\$3,758.24	\$4,144.23	7,902.47 plus	37.16	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 20,000 s.f.						
			\$5,567.85	\$6,050.33	11,618.18 plus	21.78	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 50,000 s.f.						
			\$11,032.01	\$7,121.15	18,153.16 plus	31.31	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 100,000 s.f.						
			\$19,673.01	\$14,133.84	33,806.85 plus	26.32	for each additional 100 s.f. or fraction thereof							
			\$728.53	\$2,111.05	\$2,839.58 plus	48.03	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 5,000 s.f.						
			\$1,887.48	\$2,873.49	4,760.97 plus	46.05	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 10,000 s.f.						
			\$3,412.36	\$3,651.22	7,063.59 plus	34.62	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 20,000 s.f.						
			\$5,221.97	\$5,303.18	10,525.15 plus	20.14	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 50,000 s.f.						
			\$10,335.49	\$6,231.63	16,567.12 plus	28.70	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 100,000 s.f.						
			\$18,529.35	\$12,385.39	30,914.74 plus	24.12	for each additional 100 s.f. or fraction thereof							
			\$713.24	\$1,475.68	\$2,188.93 plus	74.13	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 5,000 s.f.						
			\$1,856.90	\$2,111.05	3,967.96 plus	59.30	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 10,000 s.f.						
			\$3,127.64	\$2,619.35	5,746.98 plus	50.83	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 20,000 s.f.						
			\$4,906.67	\$3,890.08	8,796.75 plus	36.93	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 50,000 s.f.						
			\$10,894.41	\$4,549.10	15,443.51 plus	36.56	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 100,000 s.f.						
			\$17,390.45	\$9,020.32	26,410.77 plus	30.63	for each additional 100 s.f. or fraction thereof							
			\$1,236.83	\$2,492.27	\$3,729.10 plus	70.27	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 5,000 s.f.						
			\$3,158.22	\$3,381.79	6,540.00 plus	68.93	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 10,000 s.f.						
			\$5,699.69	\$4,286.59	9,986.28 plus	49.86	for each additional 100 s.f. or fraction thereof	> half of 100 s.f., to and including 20,000 s.f.						
			\$8,652.											

BUILDING PERMIT FEES - CONSTRUCTION TYPES: VA, VB																	
			Old Construction Fee Schedule												New Construction Fee Schedule		
			Plan Check Fee						Inspection Check Fee								
IBC Class	IBC Occupancy	Square Footage	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Plan Check Fee	Inspection Check Fee	Total
E	Educational—Group Occupancy 6+ persons, up to the 12th Grade	500	\$3,667	\$775	\$2,893 plus	\$83.71	\$71.66	\$12.05	7,913	1,084	6,830 plus	\$22.04	\$22.05	-\$0.01	\$967.39	\$1,206.25	\$2,173.64 plus
		2,500	\$5,342	\$2,208	\$3,134 plus	\$89.00	\$69.72	\$19.28	8,354	1,525	6,830 plus	\$16.28	\$16.28	\$0.00	\$2,492.27	\$1,714.54	4,206.81 plus
		5,000	\$7,567	\$3,951	\$3,616 plus	\$62.07	\$42.78	\$19.29	8,761	1,932	6,830 plus	\$18.40	\$18.39	\$0.01	\$4,301.88	\$2,111.05	6,412.93 plus
		10,000	\$10,670	\$6,090	\$4,580 plus	\$42.35	\$40.75	\$1.60	9,681	2,851	6,830 plus	\$3.29	\$3.29	\$0.00	\$6,589.20	\$3,127.64	9,716.84 plus
		25,000	\$17,023	\$12,203	\$4,820 plus	\$48.85	\$39.21	\$9.64	10,175	3,345	6,830 plus	\$13.24	\$13.24	\$0.00	\$13,258.18	\$3,674.87	16,933.05 plus
		50,000	\$29,235	\$22,005	\$7,230 plus	\$58.47	\$44.01	\$14.46	13,485	6,655	6,830 plus	\$26.97	\$13.31	\$13.66	\$23,739.37	\$7,271.87	31,011.23 plus
E	Educational—Day Care 5+ children, older than 2 1/2 yrs	300	\$3,266	\$534	\$2,732 plus	\$101.35	\$82.38	\$18.97	2,891	1,084	1,808 plus	\$36.75	\$36.76	\$0.00	\$586.17	\$1,206.25	\$1,792.42 plus
		1,500	\$4,482	\$1,523	\$2,960 plus	\$110.50	\$80.14	\$30.36	3,332	1,525	1,808 plus	\$27.12	\$27.12	\$0.00	\$1,729.83	\$1,714.54	3,444.37 plus
		3,000	\$6,140	\$2,725	\$3,415 plus	\$79.52	\$49.17	\$30.52	3,739	1,931	1,808 plus	\$30.66	\$30.66	\$0.00	\$3,031.14	\$2,111.05	5,142.19 plus
		6,000	\$8,525	\$4,200	\$4,325 plus	\$49.36	\$46.83	\$2.35	4,659	2,851	1,808 plus	\$5.48	\$5.49	\$0.00	\$4,556.03	\$3,127.64	7,683.67 plus
		15,000	\$12,968	\$8,415	\$4,553 plus	\$60.25	\$45.06	\$15.19	5,153	3,345	1,808 plus	\$22.07	\$22.06	\$0.01	\$9,191.83	\$3,674.87	12,866.70 plus
		30,000	\$22,005	\$15,174	\$6,831 plus	\$73.35	\$50.58	\$22.77	8,463	6,654	1,809 plus	\$28.21	\$22.18	\$6.03	\$16,496.17	\$7,271.87	23,768.04 plus
F-1	Factory Industrial—Moderate Hazard	1,500	\$3,506	\$1,417	\$2,089 plus	\$15.40	\$12.71	\$2.68	7,095	1,631	5,464 plus	\$34.89	\$8.11	\$26.78	\$1,663.91	\$1,841.62	\$3,505.53 plus
		7,500	\$4,430	\$2,180	\$2,250 plus	\$42.76	\$36.33	\$6.43	9,188	2,117	7,070 plus	\$10.54	\$10.54	\$0.00	\$2,426.35	\$2,349.91	4,776.26 plus
		15,000	\$7,637	\$4,904	\$2,732 plus	\$31.39	\$29.26	\$2.14	9,978	2,908	7,070 plus	\$6.18	\$6.18	\$0.00	\$5,349.04	\$77.87	5,426.92 plus
		30,000	\$12,346	\$9,293	\$3,053 plus	\$21.23	\$20.52	\$0.71	10,906	3,835	7,070 plus	\$3.30	\$3.30	-\$0.01	\$10,081.34	\$4,144.23	14,225.57 plus
		75,000	\$21,900	\$18,528	\$3,372 plus	\$25.57	\$24.50	\$1.07	12,390	5,322	7,068 plus	\$6.14	\$6.14	\$0.00	\$19,993.08	\$5,835.12	25,828.20 plus
		150,000	\$41,076	\$36,900	\$4,176 plus	\$27.38	\$24.60	\$2.78	16,992	9,924	7,068 plus	\$11.33	\$6.62	\$4.71	\$39,750.63	\$10,829.93	50,580.56 plus
F-2	Factory Industrial—Low Hazard	2,000	\$4,241	\$1,509	\$2,732 plus	\$37.75	\$34.91	\$2.84	8,112	3,291	4,821 plus	\$16.74	\$16.74	\$0.00	\$1,790.99	\$3,620.64	\$5,411.63 plus
		10,000	\$7,261	\$4,302	\$2,959 plus	\$38.51	\$33.96	\$4.55	9,451	4,630	4,821 plus	\$12.35	\$12.36	-\$0.01	\$4,713.68	\$5,018.45	9,732.13 plus
		20,000	\$11,112	\$7,698	\$3,414 plus	\$25.38	\$20.83	\$4.55	10,686	5,866	4,820 plus	\$13.97	\$13.97	\$0.00	\$8,398.81	\$6,304.48	14,703.29 plus
		40,000	\$16,188	\$11,864	\$4,324 plus	\$20.22	\$19.84	\$0.38	13,480	8,660	4,820 plus	\$2.50	\$2.50	\$0.00	\$12,876.96	\$9,354.24	22,231.20 plus
		100,000	\$28,320	\$23,770	\$4,550 plus	\$21.36	\$19.09	\$2.27	14,980	10,160	4,820 plus	\$10.04	\$10.04	\$0.00	\$25,584.31	\$11,045.14	36,629.45 plus
		200,000	\$49,680	\$42,860	\$6,820 plus	\$24.84	\$21.43	\$3.41	25,020	20,200	4,820 plus	\$12.51	\$10.10	\$2.41	\$46,104.31	\$21,758.25	67,862.56 plus
H-1	High Hazard Group H-1 Pose a detonation hazard	600	\$2,624	\$374	\$2,250 plus	\$36.64	\$28.83	\$7.81	3,569	1,025	2,544 plus	\$17.38	\$17.38	\$0.00	\$489.67	\$1,221.54	\$1,711.21 plus
		3,000	\$3,503	\$1,066	\$2,437 plus	\$40.55	\$28.05	\$12.49	3,986	1,442	2,544 plus	\$12.82	\$12.82	\$0.00	\$1,313.27	\$1,602.76	2,916.03 plus
		6,000	\$4,720	\$1,908	\$2,812 plus	\$29.71	\$17.21	\$12.51	4,371	1,826	2,544 plus	\$14.50	\$14.51	-\$0.01	\$2,233.36	\$1,983.98	4,217.34 plus
		12,000	\$6,502	\$2,940	\$3,562 plus	\$17.43	\$16.39	\$1.04	5,241	2,697	2,544 plus	\$2.60	\$2.60	\$0.00	\$3,407.60	\$3,000.57	6,408.17 plus
		30,000	\$9,640	\$5,890	\$3,750 plus	\$22.03	\$15.78	\$6.25	5,708	3,164	2,544 plus	\$10.43	\$10.43	\$0.00	\$6,584.44	\$3,563.09	10,147.52 plus
		60,000	\$16,248	\$10,624	\$5,624 plus	\$27.08	\$17.71	\$9.37	8,836	6,292	2,544 plus	\$14.73	\$10.49	\$4.24	\$11,540.31	\$6,890.65	18,430.95 plus
H-3	High Hazard Group H-3 Readily support combustion	600	\$3,815	\$601	\$3,214 plus	\$57.49	\$46.33	\$11.16	5,354	1,537	3,817 plus	\$26.07	\$26.07	\$0.00	\$743.82	\$1,221.54	\$1,965.36 plus
		3,000	\$5,195	\$1,713	\$3,482 plus	\$62.94	\$45.08	\$17.86	5,979	2,163	3,817 plus	\$19.23	\$19.23	\$0.00	\$1,948.64	\$1,602.76	3,551.39 plus
		6,000	\$7,083	\$3,065	\$4,018 plus	\$45.51	\$27.65	\$17.86	6,556	2,740	3,817 plus	\$21.75	\$21.76	-\$0.01	\$3,504.10	\$1,983.98	5,488.07 plus
		12,000	\$9,814	\$4,724	\$5,089 plus	\$27.85	\$26.35	\$1.49	7,861	4,045	3,816 plus	\$3.89	\$3.89	\$0.00	\$5,313.70	\$3,000.57	8,314.27 plus
		30,000	\$14,826	\$9,468	\$5,358 plus	\$34.26	\$25.34	\$8.92	8,562	4,746	3,816 plus	\$15.64	\$15.64	\$0.00	\$10,396.64	\$3,563.09	13,959.73 plus
		60,000	\$25,104	\$17,070	\$8,034 plus	\$41.84	\$28.45	\$13.39	13,254	9,438	3,816 plus	\$22.09	\$15.73	\$6.36	\$18,529.35	\$6,890.65	25,420.00 plus
H-4	High Hazard Group H-4 Pose health hazards	300	\$2,704	\$262	\$2,443 plus	\$57.32	\$40.36	\$16.96	4,820	963	3,857 plus	\$32.67	\$32.67	\$0.00	\$362.60	\$1,729.83	\$2,092.43 plus
		1,500	\$3,392	\$746	\$2,646 plus	\$66.42	\$39.28	\$27.14	5,212	1,355	3,857 plus	\$24.11	\$24.10	\$0.01	\$932.05	\$2,365.20	3,297.25 plus
		3,000	\$4,389	\$1,335	\$3,053 plus	\$51.22	\$27.26	\$27.26	5,574	1,727	3,857 plus	\$27.26	\$27.26	\$0.00	\$1,597.99	\$3,000.57	4,598.56 plus
		6,000	\$5,925	\$2,058	\$3,867 plus	\$25.21	\$22.95	\$2.26	6,391	2,534	3,857 plus	\$4.88	\$4.88	\$0.00	\$2,391.01	\$4,398.37	6,789.39 plus
		15,000	\$8,194	\$4,123	\$4,070 plus	\$35.65	\$22.08	\$13.57	6,830	2,974	3,857 plus	\$19.60	\$19.60	\$0.00	\$4,678.34	\$5,215.04	9,893.38 plus
		30,000	\$13,541	\$7,435	\$6,106 plus	\$45.14	\$24.78	\$20.35	9,770	5,914	3,857 plus	\$32.57	\$19.71	\$12.86	\$8,236.39	\$10,194.56	18,430.95 plus
H-5	High Hazard Group H-5 Semiconductor Fabrication, R&D	1,000	\$3,512	\$684	\$2,828 plus	\$37.53	\$31.63	\$5.89	6,548	1,888	4,660 plus	\$19.20	\$19.21	\$0.00	\$870.89	\$1,094.46	\$1,965.36 plus
		5,000	\$5,013	\$1,949	\$3,064 plus	\$40.20	\$30.78	\$9.42	7,316	2,656	4,660 plus	\$14.18	\$14.18	\$0.00	\$2,202.78	\$1,475.68	3,678.47 plus
		10,000	\$7,023	\$3,488	\$3,535 plus	\$28.31	\$18.88	\$9.43	8,025	3,365	4,660 plus	\$16.04	\$16.03	\$0.01	\$3,885.32	\$1,856.90	5,742.22 plus
		20,000	\$9,854	\$5,376	\$4,478 plus	\$18.77	\$17.99	\$0.78	9,629	4,968	4,661 plus	\$2.86	\$2.87	\$0.00	\$5,949.07	\$2,746.42	8,695.49 plus
		50,000	\$15,484	\$10,772	\$4,712 plus	\$22.02	\$17.30	\$4.72	10,488	5,828	4,660 plus	\$11.54	\$11.53	\$0.01	\$11,794.45	\$3,308.94	15,103.39 plus
		100,000	\$26,496	\$19,424	\$7,072 plus	\$26.50	\$19.42	\$7.07	16,256	11,592	4,664 plus	\$16.26	\$11.59	\$4.66	\$21,070.82	\$6,509.43	27,580.25 plus
I-1	Institutional—17+ persons, ambulatory	1,000	\$4,038	\$1,338	\$2,700 plus	\$67.51	\$61.88	\$5.63	3,694	2,247	1,446 plus	\$22.87	\$22.87	\$0.00	\$1,536.84	\$2,111.05	\$3,647.89 plus
		5,000	\$6,738	\$3,813	\$2,925 plus	\$69.19	\$60.20	\$8.99	4,608	3,162	1,446 plus	\$16.87	\$16.87	\$0.00	\$4,205.38	\$2,873.49	7,078.87 plus
		10,000	\$10,198	\$6,													

BUILDING PERMIT FEES - CONSTRUCTION TYPES: VA, VB																	
			Old Construction Fee Schedule														
			Plan Check Fee						Inspection Check Fee								
IBC Class	IBC Occupancy	Square Footage	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	New Construction Fee Schedule		
			Plan Check Fee			Inspection Check Fee			Total								
M	Mercantile—Market	500	\$2,270	\$470	\$1,800 plus	\$50.99	\$43.49	\$7.50	3,662	1,413	2,250 plus	\$28.75	\$28.75	\$0.00	\$586.17	\$1,856.90	\$2,443.07 plus
		2,500	\$3,290	\$1,340	\$1,950 plus	\$54.31	\$42.32	\$11.99	4,237	1,988	2,250 plus	\$21.21	\$21.22	-\$0.01			
		5,000	\$4,648	\$2,398	\$2,250 plus	\$37.96	\$25.96	\$12.00	4,768	2,518	2,250 plus	\$23.99	\$23.99	\$0.00			
		10,000	\$6,546	\$3,696	\$2,850 plus	\$25.74	\$24.73	\$1.00	5,967	3,718	2,250 plus	\$4.30	\$4.30	\$0.00			
		25,000	\$10,406	\$7,406	\$3,000 plus	\$29.78	\$23.78	\$6.00	6,612	4,362	2,250 plus	\$17.23	\$17.24	-\$0.01			
		50,000	\$17,852	\$13,352	\$4,500 plus	\$35.70	\$26.70	\$9.00	10,920	8,672	2,248 plus	\$21.84	\$17.34	\$4.50			
M	Mercantile—Motor fuel-dispensing	100	\$3,117	\$1,189	\$1,928 plus	\$590.01	\$549.84	\$40.17	3,734	1,926	1,808 plus	\$196.01	\$196.01	\$0.00	\$1,440.34	\$1,633.33	\$3,073.68 plus
		500	\$5,477	\$3,388	\$2,089 plus	\$599.25	\$534.98	\$64.27	4,518	2,710	1,808 plus	\$144.63	\$144.64	-\$0.01			
		1,000	\$8,474	\$6,063	\$2,410 plus	\$392.41	\$328.13	\$64.28	5,241	3,434	1,808 plus	\$163.57	\$163.57	\$0.00			
		2,000	\$12,398	\$9,344	\$3,053 plus	\$318.03	\$312.67	\$5.36	6,877	5,069	1,808 plus	\$29.30	\$29.29	\$0.01			
		5,000	\$21,939	\$18,725	\$3,214 plus	\$332.91	\$300.77	\$32.14	7,756	5,948	1,808 plus	\$117.60	\$117.60	\$0.00			
		10,000	\$38,584	\$33,763	\$4,821 plus	\$385.84	\$337.63	\$48.21	13,636	11,828	1,808 plus	\$136.36	\$118.28	\$18.08			
M	M Occupancy Tenant Improvements	500	\$2,008	\$401	\$1,607 plus	\$43.77	\$37.06	\$6.70	4,880	1,063	3,817 plus	\$21.64	\$21.64	\$0.00	\$459.10	\$1,221.54	\$1,680.63 plus
		2,500	\$2,883	\$1,142	\$1,741 plus	\$46.76	\$36.06	\$10.70	5,313	1,496	3,817 plus	\$15.97	\$15.97	\$0.00			
		5,000	\$4,052	\$2,044	\$2,009 plus	\$32.84	\$22.13	\$10.71	5,712	1,896	3,817 plus	\$18.08	\$18.07	\$0.01			
		10,000	\$5,694	\$3,150	\$2,544 plus	\$21.97	\$21.08	\$0.89	6,616	2,799	3,817 plus	\$3.23	\$3.22	\$0.00			
		25,000	\$8,990	\$6,313	\$2,678 plus	\$25.62	\$20.27	\$5.35	7,100	3,283	3,818 plus	\$12.98	\$12.99	-\$0.01			
		50,000	\$15,395	\$11,380	\$4,015 plus	\$30.79	\$22.76	\$8.03	10,345	6,530	3,815 plus	\$20.69	\$13.06	\$7.63			
R-1	Residential—Transient Boarding Houses, Hotels, Motels	1,000	\$3,575	\$1,133	\$2,443 plus	\$57.48	\$52.39	\$5.09	3,077	1,631	1,446 plus	\$16.60	\$16.60	\$0.00	\$1,348.61	\$1,880.55	\$3,229.16 plus
		5,000	\$5,874	\$3,228	\$2,646 plus	\$59.12	\$50.97	\$8.15	3,741	2,295	1,446 plus	\$12.25	\$12.25	\$0.00			
		10,000	\$8,830	\$5,777	\$3,054 plus	\$39.41	\$31.27	\$8.14	4,354	2,907	1,446 plus	\$13.84	\$13.84	\$0.00			
		20,000	\$12,771	\$8,904	\$3,867 plus	\$30.47	\$29.79	\$0.68	5,738	4,291	1,446 plus	\$2.49	\$2.48	\$0.01			
		50,000	\$21,912	\$17,840	\$4,072 plus	\$32.72	\$28.66	\$4.06	6,484	5,036	1,448 plus	\$9.96	\$9.96	\$0.00			
		100,000	\$38,272	\$32,168	\$6,104 plus	\$38.27	\$32.17	\$6.10	11,464	10,016	1,448 plus	\$11.46	\$10.02	\$1.45			
R-2	Residential—Permanent, 2+ Dwellings Apartment, Dormitory, Timeshare	1,000	\$3,275	\$1,090	\$2,185 plus	\$54.96	\$50.41	\$4.55	3,019	1,573	1,446 plus	\$16.02	\$16.01	\$0.00	\$1,374.42	\$1,760.41	\$3,134.83 plus
		5,000	\$5,474	\$3,106	\$2,368 plus	\$56.34	\$49.06	\$7.29	3,660	2,214	1,446 plus	\$11.81	\$11.81	\$0.00			
		10,000	\$8,291	\$5,559	\$2,732 plus	\$37.38	\$30.09	\$7.29	4,250	2,804	1,446 plus	\$13.35	\$13.35	\$0.00			
		20,000	\$12,029	\$8,568	\$3,461 plus	\$29.28	\$28.67	\$0.61	5,586	4,139	1,446 plus	\$2.39	\$2.39	\$0.01			
		50,000	\$20,812	\$17,168	\$3,644 plus	\$31.21	\$27.57	\$3.64	6,304	4,856	1,448 plus	\$9.60	\$9.60	\$0.00			
		100,000	\$36,416	\$30,952	\$5,464 plus	\$36.42	\$30.95	\$5.46	11,104	9,656	1,448 plus	\$11.10	\$9.66	\$1.45			
R-2	Residential—Permanent, 2+, Repeat Apartment, Dormitory, Timeshare	1,000	\$2,549	\$363	\$2,185 plus	\$21.36	\$16.81	\$4.55	2,987	1,541	1,446 plus	\$15.69	\$15.68	\$0.00	\$611.98	\$1,760.41	\$2,372.39 plus
		5,000	\$3,403	\$1,036	\$2,368 plus	\$23.63	\$16.34	\$7.29	3,615	2,168	1,446 plus	\$11.56	\$11.56	\$0.00			
		10,000	\$4,585	\$1,853	\$2,732 plus	\$17.32	\$10.03	\$7.29	4,193	2,746	1,446 plus	\$13.10	\$13.10	\$0.00			
		20,000	\$6,317	\$2,856	\$3,461 plus	\$10.17	\$9.56	\$0.61	5,502	4,056	1,446 plus	\$2.35	\$2.35	\$0.01			
		50,000	\$9,368	\$5,724	\$3,644 plus	\$12.83	\$9.19	\$3.64	6,208	4,760	1,448 plus	\$9.41	\$9.41	\$0.00			
		100,000	\$15,784	\$10,320	\$5,464 plus	\$15.78	\$10.32	\$5.46	10,912	9,464	1,448 plus	\$10.91	\$9.46	\$1.45			
R-3	Dwellings—Custom Homes	1,500	\$3,712	\$1,703	\$2,009 plus	\$68.13	\$68.12	\$0.01	3,281	1,474	1,808 plus	\$146.21	\$45.77	\$100.45	\$1,948.64	\$1,602.76	\$3,551.39 plus
		2,500	\$4,393	\$2,384	\$2,009 plus	\$94.92	\$68.14	\$26.78	4,744	1,931	2,812 plus	\$12.38	\$12.40	-\$0.02			
		4,000	\$5,817	\$3,406	\$2,410 plus	\$88.22	\$68.11	\$20.11	4,929	2,117	2,812 plus	\$20.58	\$20.58	\$0.00			
		5,000	\$6,699	\$4,088	\$2,612 plus	\$94.82	\$64.71	\$30.11	5,135	2,323	2,812 plus	\$14.22	\$14.23	\$0.00			
		7,000	\$8,695	\$5,382	\$3,214 plus	\$83.69	\$63.58	\$20.11	5,419	2,608	2,812 plus	\$24.79	\$24.78	\$0.00			
		10,000	\$11,106	\$7,289	\$3,817 plus	\$111.06	\$72.89	\$38.17	6,163	3,351	2,812 plus	\$61.63	\$33.51	\$28.12			
R-3	Dwellings—Production Phase of Master Plan (repeats)	1,500	\$3,107	\$596	\$2,511 plus	\$23.86	\$23.84	\$0.02	2,198	1,035	1,162 plus	\$96.74	\$32.18	\$64.56	\$804.97	\$1,268.83	\$2,073.81 plus
		2,500	\$3,346	\$835	\$2,511 plus	\$57.31	\$23.83	\$33.48	3,165	1,357	1,808 plus	\$8.73	\$8.72	\$0.02			
		4,000	\$4,205	\$1,192	\$3,013 plus	\$48.93	\$23.85	\$25.08	3,296	1,488	1,808 plus	\$14.45	\$14.45	\$0.00			
		5,000	\$4,695	\$1,431	\$3,264 plus	\$60.33	\$22.66	\$37.67	3,441	1,633	1,808 plus	\$9.98	\$9.97	\$0.01			
		7,500	\$5,901	\$1,884	\$4,017 plus	\$47.37	\$22.24	\$25.12	3,640	1,832	1,808 plus	\$17.43	\$17.44	\$0.00			
		10,000	\$7,322	\$2,551	\$4,771 plus	\$73.22	\$25.51	\$47.71	4,163	2,355	1,808 plus	\$41.63	\$23.55	\$18.08			
R-3	Dwellings—Alternate Materials	1,500	\$3,737	\$1,226	\$2,511 plus	\$49.07	\$49.05	\$0.02	2,880	1,718	1,162 plus	\$117.91	\$53.35	\$64.56	\$1,440.34	\$1,856.90	\$3,297.25 plus
		2,500	\$4,228	\$1,717	\$2,511 plus	\$82.52	\$49.04	\$33.48	4,059	2,251	1,808 plus	\$14.48	\$14.47	\$0.02			
		4,000	\$5,466	\$2,452	\$3,013 plus	\$74.14	\$49.06	\$25.08	4,276	2,468	1,808 plus	\$23.95	\$23.95	\$0.00			
		5,000	\$6,207	\$2,943	\$3,264 plus	\$84.28	\$46.61	\$37.67	4,516	2,708	1,808 plus	\$16.57	\$16.56	\$0.01			
		7,500	\$7,893	\$3,875	\$4,017 plus	\$70.88	\$45.76	\$25.12	4,847	3,039	1,808 plus	\$28.91	\$28.91	\$0.00			
		10,000	\$10,019	\$5,248	\$4,771 plus	\$100.19	\$52.48	\$47.71	5,714	3,906	1,808 plus	\$57.14	\$39.06	\$18.08			
R-4	Residential—Assisted Living (6-16 persons)	1,000	\$3,811	\$1,240	\$2,571 plus	\$62.69	\$57.33	\$5.36	3,565	2,119	1,446 plus	\$21.56	\$21.56	\$0.00	\$1,363.90	\$2,388.85	\$3,752.75 plus
		5,000	\$6,318	\$3,533	\$2,786 plus	\$64.34	\$55.78	\$8.56	4,428	2,981	1,446 plus	\$15.91	\$15.91	\$0.00			
		10,000	\$9,535	\$6,322	\$3,214 plus	\$42.79	\$34.22	\$8.57	5,223	3,777	1,446 plus	\$17.99	\$17.99	\$0.00			
		20,000	\$13,814	\$9,744	\$4,070 plus	\$33.31	\$32.60	\$0.71	7,022	5,576	1,446 plus	\$3.23	\$3.23	\$0.01			
		50,000	\$23,808	\$19,524	\$4,284 plus	\$35.65	\$31.37	\$4.28	7,992	6,544	1,448 plus	\$12.93	\$12.93	\$0.00			
		100,000	\$41,632	\$35,208	\$6,424 plus	\$41.63	\$35.21	\$6.42	14,456	13,008	1,448 plus	\$14.46	\$13.01	\$1.45			

BUILDING PERMIT FEES - CONSTRUCTION TYPES: VA, VB																			
			Old Construction Fee Schedule												New Construction Fee Schedule				
			Plan Check Fee						Inspection Check Fee										
IBC Class	IBC Occupancy	Square Footage	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Building & Fire Combined	Building Only	Fire Only	Plan Check Fee	Inspection Check Fee	Total		
S-1	Storage—Moderate Hazard	1,000	\$2,249	\$427	\$1,821 plus	\$23.57	\$19.77	\$3.80	3,105	1,900	1,205 plus	\$19.33	\$19.33	\$0.00	\$616.75	\$2,111.05	\$2,727.80 plus	42.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$3,191	\$1,218	\$1,973 plus	\$25.31	\$19.23	\$6.07	3,878	2,673	1,205 plus	\$14.27	\$14.27	\$0.00	\$1,440.34	\$3,000.57	4,440.91 plus	33.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$4,457	\$2,180	\$2,277 plus	\$17.87	\$11.80	\$6.07	4,591	3,386	1,205 plus	\$16.13	\$16.13	\$0.00	\$2,487.51	\$3,635.93	6,123.44 plus	30.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$6,244	\$3,360	\$2,884 plus	\$11.75	\$11.24	\$0.51	6,204	4,999	1,205 plus	\$2.90	\$2.89	\$0.00	\$3,788.82	\$5,414.96	9,203.78 plus	15.43	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$9,770	\$6,733	\$3,037 plus	\$13.85	\$10.81	\$3.03	7,073	5,867	1,207 plus	\$11.60	\$11.60	\$0.00	\$7,473.95	\$6,358.70	13,832.66 plus	23.94	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$16,693	\$12,140	\$4,553 plus	\$16.69	\$12.14	\$4.55	12,873	11,667	1,207 plus	\$12.87	\$11.67	\$1.21	\$13,192.26	\$12,608.96	25,801.22 plus	19.86	for each additional 100 s.f. or fraction thereof
S-1	Storage—Moderate Hazard, Repair Garage Motor Vehicles (not High Hazard)	500	\$2,043	\$436	\$1,607 plus	\$47.06	\$40.37	\$6.69	2,479	1,273	1,205 plus	\$25.92	\$25.92	\$0.00	\$616.75	\$1,475.68	\$2,092.43 plus	66.59	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		2,500	\$2,985	\$1,244	\$1,741 plus	\$49.98	\$39.27	\$10.71	2,997	1,792	1,205 plus	\$19.13	\$19.13	\$0.01	\$1,440.34	\$1,983.98	3,424.32 plus	67.30	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		5,000	\$4,234	\$2,225	\$2,009 plus	\$34.81	\$24.09	\$10.72	3,475	2,270	1,205 plus	\$21.63	\$21.63	\$0.00	\$2,614.58	\$2,492.27	5,106.85 plus	48.90	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		10,000	\$5,975	\$3,430	\$2,545 plus	\$23.85	\$22.96	\$0.89	4,557	3,351	1,205 plus	\$3.87	\$3.87	\$0.00	\$3,915.89	\$3,635.93	7,551.83 plus	29.16	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		25,000	\$9,552	\$6,873	\$2,678 plus	\$27.43	\$22.08	\$5.35	5,137	3,932	1,205 plus	\$15.56	\$15.55	\$0.01	\$7,601.03	\$4,325.53	11,926.55 plus	40.25	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		50,000	\$16,410	\$12,393	\$4,017 plus	\$32.82	\$24.79	\$8.03	9,027	7,820	1,207 plus	\$18.05	\$15.64	\$2.41	\$13,446.41	\$8,542.60	21,989.01 plus	33.64	for each additional 100 s.f. or fraction thereof
S-2	Storage—Low Hazard	1,000	\$2,184	\$513	\$1,671 plus	\$27.20	\$23.73	\$3.48	3,958	1,708	2,250 plus	\$17.38	\$17.38	\$0.00	\$616.75	\$1,856.90	\$2,473.65 plus	7.88	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$3,272	\$1,462	\$1,810 plus	\$28.65	\$23.08	\$5.57	4,653	2,403	2,250 plus	\$12.82	\$12.82	\$0.00	\$1,619.61	\$2,619.35	2,788.95 plus	64.15	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$4,705	\$2,616	\$2,089 plus	\$19.74	\$14.16	\$5.58	5,294	3,044	2,250 plus	\$14.50	\$14.50	\$0.00	\$2,614.58	\$3,381.79	5,996.37 plus	28.26	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$6,678	\$4,032	\$2,646 plus	\$13.95	\$13.49	\$0.46	6,744	4,494	2,250 plus	\$2.59	\$2.59	-\$0.01	\$3,915.89	\$4,906.67	8,822.56 plus	15.01	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$10,864	\$8,080	\$2,784 plus	\$15.76	\$12.98	\$2.78	7,520	5,272	2,248 plus	\$10.43	\$10.43	\$0.00	\$7,601.03	\$5,723.34	13,324.36 plus	22.92	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$18,744	\$14,568	\$4,176 plus	\$18.74	\$14.57	\$4.18	12,736	10,488	2,248 plus	\$12.74	\$10.49	\$2.25	\$13,446.41	\$11,338.22	24,784.63 plus	19.27	for each additional 100 s.f. or fraction thereof
S-2	Storage—Low Hazard, Parking Garages Open or Enclosed	1,000	\$2,088	\$481	\$1,607 plus	\$25.60	\$22.25	\$3.35	3,362	1,488	1,875 plus	\$15.13	\$15.14	\$0.00	\$601.46	\$1,729.83	\$2,331.29 plus	41.68	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$3,112	\$1,371	\$1,741 plus	\$26.99	\$21.64	\$5.35	3,968	2,093	1,875 plus	\$11.17	\$11.17	\$0.00	\$1,633.33	\$2,365.20	3,998.53 plus	33.34	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$4,461	\$2,453	\$2,009 plus	\$18.63	\$13.27	\$5.35	4,526	2,651	1,875 plus	\$12.63	\$12.63	\$0.00	\$2,777.00	\$2,888.78	5,665.78 plus	28.26	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$6,324	\$3,780	\$2,544 plus	\$13.09	\$12.64	\$0.45	5,789	3,915	1,875 plus	\$2.26	\$2.26	\$0.00	\$4,205.38	\$4,286.59	8,491.97 plus	24.80	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$10,250	\$7,573	\$2,677 plus	\$14.86	\$12.17	\$2.69	6,467	4,593	1,873 plus	\$9.08	\$9.08	\$0.00	\$10,843.78	\$5,087.97	15,931.75 plus	17.77	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$17,680	\$13,660	\$4,020 plus	\$17.68	\$13.66	\$4.02	11,007	9,133	1,873 plus	\$11.01	\$9.13	\$1.87	\$14,844.22	\$9,970.99	24,815.21 plus	14.93	for each additional 100 s.f. or fraction thereof
	Other Tenant Improvements	600	\$2,061	\$454	\$1,607 plus	\$40.60	\$35.02	\$5.58	4,900	1,084	3,817 plus	\$18.38	\$18.38	\$0.00	\$586.17	\$1,221.54	\$1,807.71 plus	58.24	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		3,000	\$3,035	\$1,295	\$1,741 plus	\$42.98	\$34.05	\$8.93	5,341	1,525	3,817 plus	\$13.56	\$13.56	\$0.00	\$1,475.68	\$1,729.83	3,205.51 plus	50.83	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		6,000	\$4,325	\$2,316	\$2,009 plus	\$29.82	\$20.90	\$8.92	5,748	1,931	3,817 plus	\$15.32	\$15.33	-\$0.01	\$2,619.35	\$2,111.05	4,730.40 plus	38.12	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		12,000	\$6,114	\$3,570	\$2,544 plus	\$20.65	\$19.90	\$0.75	6,667	2,851	3,816 plus	\$2.74	\$2.74	\$0.00	\$3,890.08	\$3,127.64	7,017.72 plus	24.22	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		30,000	\$9,831	\$7,152	\$2,679 plus	\$23.63	\$19.16	\$4.47	7,161	3,345	3,816 plus	\$11.03	\$11.03	\$0.00	\$7,717.58	\$3,659.58	11,377.16 plus	32.75	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		60,000	\$16,920	\$12,900	\$4,020 plus	\$28.20	\$21.50	\$6.70	10,470	6,654	3,816 plus	\$17.45	\$11.09	\$6.36	\$13,959.47	\$7,241.29	21,200.76 plus	27.44	for each additional 100 s.f. or fraction thereof
B	Shell Bldg: Business—Professional Office	1,000	\$2,812	\$812	\$1,800 plus	\$41.31	\$37.57	\$3.75	4,838	1,785	3,053 plus	\$18.16	\$18.16	\$0.00	\$982.68	\$745.01	\$1,727.69 plus	88.54	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$4,264	\$2,315	\$1,950 plus	\$42.54	\$36.54	\$6.00	5,565	2,512	3,053 plus	\$13.41	\$13.40	\$0.01	\$2,522.85	\$2,746.42	5,269.27 plus	56.22	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$6,391	\$4,142	\$2,250 plus	\$28.42	\$22.42	\$6.00	6,235	3,182	3,054 plus	\$15.15	\$15.16	-\$0.01	\$4,556.03	\$3,524.15	8,080.17 plus	40.97	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$9,234	\$6,384	\$2,850 plus	\$21.86	\$21.36	\$0.50	7,750	4,698	3,053 plus	\$2.71	\$2.71	\$0.00	\$7,001.00	\$5,176.10	12,177.11 plus	25.65	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$15,792	\$12,792	\$3,000 plus	\$23.54	\$20.54	\$2.99	8,564	5,512	3,052 plus	\$10.90	\$10.90	\$0.01	\$13,893.55	\$5,977.48	19,871.03 plus	33.78	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$27,560	\$23,064	\$4,496 plus	\$27.56	\$23.06	\$4.50	14,016	10,960	3,056 plus	\$14.02	\$10.96	\$3.06	\$24,883.03	\$11,877.09	36,760.12 plus	28.85	for each additional 100 s.f. or fraction thereof
	Other Shell Building	1,000	\$3,158	\$748	\$2,410 plus	\$39.63	\$34.60	\$5.03	5,727	1,910	3,817 plus	\$19.43	\$19.43	\$0.00	\$855.60	\$2,111.05	\$2,966.66 plus	60.74	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 5,000 s.f.
		5,000	\$4,744	\$2,132	\$2,612 plus	\$41.69	\$33.66	\$8.03	6,504	2,688	3,817 plus	\$14.36	\$14.35	\$0.01	\$2,395.78	\$3,000.57	5,396.34 plus	51.14	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 10,000 s.f.
		10,000	\$6,828	\$3,815	\$3,013 plus	\$28.68	\$20.65	\$8.03	7,222	3,405	3,817 plus	\$16.20	\$16.21	-\$0.01	\$4,174.81	\$3,778.30	7,953.10 plus	39.70	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 20,000 s.f.
		20,000	\$9,696	\$5,880	\$3,816 plus	\$20.33	\$19.67	\$0.66	8,842	5,026	3,816 plus	\$2.91	\$2.91	\$0.00	\$6,492.71	\$5,430.25	11,922.96 plus	24.38	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 50,000 s.f.
		50,000	\$15,795	\$11,780	\$4,015 plus	\$22.95	\$18.92	\$4.03	9,715	5,900	3,815 plus	\$11.67	\$11.66	\$0.01	\$12,749.89	\$6,485.78	19,235.66 plus	33.02	for each additional 100 s.f. or fraction thereof > half of 100 s.f., to and including 100,000 s.f.
		100,000	\$27,270	\$21,240	\$6,030 plus	\$27.27	\$21.24	\$6.03	15,550	11,730	3,820 plus	\$15.55	\$11.73	\$3.82	\$22,976.92	\$12,766.61	35,743.53 plus	27.79	for each additional 100 s.f. or fraction thereof



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The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.

ITEM TITLE:

A Public Hearing and the Introduction of an Ordinance of the City Council of the City of National City adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction

PREPARED BY: Stephen Manganiello

PHONE: 619-336-4382

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☒ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Introduce Ordinance adding Chapter 2.63 to the National City Municipal Code regarding contractor responsibility requirements for public works construction.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Presentation from September 18, 2018, City Council Meeting
3. Proposed Ordinance

Explanation

On February 20, 2018, City Council directed staff to review a sample Contractor Responsibility Ordinance used by the City of Los Angeles and research whether or not other cities have adopted similar ordinances.

On May 1, 2018, the City Attorney's Office provided a report to City Council, which included the following preliminary findings:

- Sample Ordinance may conflict with case law interpretation of CA Public Contract Code;
- Sample Ordinance, as written, conflicts with the City's standard contract documents and procedures for Public Works Construction;
- There are no cities in San Diego Region that have adopted similar ordinances.

Engineering staff also performed research related to contractor responsibility. Staff contacted the City of Los Angeles to get a better understanding of how their Contractor Responsibility Ordinance has been implemented. The Assistant Director of the Bureau of Contract Administration (Public Works) for the City of L.A., who oversees enforcement of the City's governing policies and procedures, provided the following feedback:

- Confirmed Contractor Responsibility Ordinance (CRO) is still in effect and in use by City of LA;
- Contractor Responsibility Questionnaire (CRQ) and Pledge of Compliance must be completed and included with every bid for all construction contracts;
- CRO is not implemented as a "standalone" document; separate construction contract documents are still required for all public works projects;
- CRQ should be confidential – per CA Public Contract Code 20101, "The questionnaires and financial statements shall not be public records and shall not be open to public inspection..."

Staff also spoke with the Program Manager in the Office of Contract Compliance for the City of L.A., who confirmed that the City's Contractor Responsibility Ordinance is still in effect and primarily overseen by Bureau of Contract Administration. Lastly, staff visited the San Diego Contracting Opportunities Center in National City and met with the Director and Deputy Director. They reviewed the sample Ordinance and did not find it to be unreasonably burdensome or restrictive for small business.

On September 18, 2018, the City Engineer and Deputy City Attorney provided a joint presentation to City Council, which summarized their collective research and recommendations for revisions to the sample Ordinance. A copy of the presentation with recommendations is attached. Following the presentation and discussion, City Council voted 4-1 to direct staff to return on October 2, 2018, with a Contractor Responsibility Ordinance that incorporates staff's recommended changes. The proposed Ordinance is attached for discussion.



Contractor Responsibility Ordinance

*City Council Meeting
September 18, 2018*

Background

- 2/20/2018: City Council directed staff to review a sample Contractor Responsibility Ordinance used by the City of Los Angeles and research whether or not other cities have adopted similar ordinances
- 5/1/2018: City Attorney's Office provided a report to City Council
 - Staff findings:
 - Sample Ordinance may conflict with case law interpretation of CA Public Contract Code
 - Sample Ordinance, as written, conflicts with the City's standard contract documents and procedures for Public Works Construction
 - There are no cities in San Diego Region that have adopted similar ordinances
 - City Council directed staff to return with a Contractor Responsibility Ordinance for discussion

Research

- Staff contacted the City of Los Angeles and San Diego Contracting Opportunities Center in National City

- Assistant Director - Bureau of Contract Administration (Public Works) for the City of Los Angeles: oversees enforcement of the City's governing policies and procedures
 - Confirmed Contractor Responsibility Ordinance (CRO) is still in effect and in use by City of LA
 - Contractor Responsibility Questionnaire (CRQ) and Pledge of Compliance must be completed and included with every bid for all construction contracts
 - CRO is not implemented as a "standalone" document; separate construction contract documents are still required for all public works projects
 - CRQ should be confidential – per CA Public Contract Code 20101, "The questionnaires and financial statements shall not be public records and shall not be open to public inspection..."
- Program Manager – Office of Contract Compliance for the City of LA
 - Confirmed Contractor Responsibility Ordinance is still in effect and primarily overseen by Bureau of Contract Administration
- Director and Deputy Director – San Diego Contracting Opportunities Center
 - Did not find Ordinance to be unreasonably burdensome or restrictive for small business

Staff Recommendations

- Staff recommends the following substantive changes to the sample Contractor Responsibility Ordinance
 - Contractor Responsibility shall be determined "after" a determination of "responsiveness"
 - After the bid opening and certification of the bid results, staff shall review the apparent low bidder's bid for "responsiveness"
 - If a determination is made that the apparent low bidder's bid is "responsive," the contractor shall complete and submit the Responsibility Questionnaire, Pledge of Compliance and any additional forms for determination of responsibility within 7 calendar days of notification
 - If a determination of responsiveness is made, staff will recommend contract award at the next available City Council meeting; all subcontractors will be required to submit a Pledge of Compliance prior to contract award
 - Requiring "all" bidders to submit contractor responsibility documents as part of their bid is unreasonably burdensome on contractors and may result in an increase in "nonresponsive" bids, which would not be in the public's best interest.

Staff Recommendations

- Rephrase Section 2(c) to comply with CA Public Contract Code 20101: "The questionnaires and financial statements shall not be public records and shall not be open to public inspection..."
- Rephrase Section 2(d) to comply with CA Supreme Court case on responsibility hearings.
- Remove Section 4(b) under "Exemptions"
- Remove all references to "Rules and Regulations" for implementation (See Sections 5 and 7) – the contract documents and supplemental ordinance (if adopted) provide the requirements for contractor bidding, responsibility and project construction
- Remove the first sentence of Section 6(b) because this provision has retroactive application
- Remove Section 7(b) and (c) because these provisions have retroactive application

Next Steps

- 9/18/2018: City Council to provide direction to staff on proposed changes to the sample Ordinance by way of formal vote
- 10/2/2018: City Council to hold public hearing to introduce proposed Ordinance
- 10/16/2018: City Council to hold public hearing to consider adoption of proposed Ordinance
- 11/20/2018: Staff will develop and present to City Council a Responsibility Questionnaire, Pledge of Compliance and any additional forms for determination of contractor responsibility; Council shall provide direction to staff by way of formal vote
- 12/4/2018: Staff will present final contractor responsibility documents for adoption by City Council

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance & Operating Agreement by and between the City of National City and San Diego Electric Railway Association, Inc. \(SDERA\), consisting of a term of 5 years with an option to extend the term for up to three additional 5 year periods for the city-owned land and building located at 922 West 23rd Street in National City. \(Housing & Economic Development\)](#)

Please scroll down to view the backup material.

Background Report

As a result of legislation (ABX1 26) signed by Governor Brown in June 2011, all redevelopment agencies throughout California were dissolved as of February 1, 2012 and successor agencies were established to wind down the affairs of the former redevelopment agencies. City of National City accepted the transfer of certain Real Property from the Successor Agency to the Community Development Commission (“CDC”) as the National City Redevelopment Agency on May 17, 2016. These properties are to be retained by the City of National City for governmental use and future development.

Three historically significant properties were transferred to the City and were retained for government use as historical sites and museums available to the public. They are the National City Railroad Depot (“Railroad”), the Frank Kimball House and the Stein Family Farm. The existing leases and agreements were negotiated with the former Community Development Commission. In an attempt to update agreements with all the City-owned historic site operators (“Site Operators”) in National City to include adequate insurance provisions and consistent operating standards, new Maintenance and Operating Agreements (“M&O Agreements”) for the Site Operators were offered by the City.

The Depot is the oldest railroad-related structure in San Diego County and is a nationally registered historic site. The Depot was built in 1882 and was the first rail station in the San Diego region to be integrated into the transcontinental rail system. The depot was designed with an Italianate style of architecture and lies within its original location.

In 1995 the CDC acquired the Depot so it could remain a historic site under public ownership. The CDC made numerous improvements to restore the Depot to the original design. The Depot is currently being maintained and operated by the San Diego Electric Railway Association, Inc. (SDERA), which is a non-profit corporation dedicated to preserving the historic streetcar systems in the County. The Depot acts as both a museum, highlighting the historic role of the railroad system in developing San Diego, as well as a community gathering center.

The current lease with the San Diego Electric Railway Association expires in 2023. This new M&O Agreement will:

- Renegotiate terms to a 5 year lease with three additional 5 year options.
- Require a detailed accounting of activities.
- Allow the Depot to serve alcohol at their onsite fundraisers.
- Allow the Depot to rent to third parties to use the Depot for events as a way to raise funds and continue to rent part of the facility to offset operating expenses.
- Further define repair and maintenance obligations.

Staff recommends entering into the M&O Agreement with the Depot.



MAINTENANCE AND OPERATING AGREEMENT

by and between

CITY OF NATIONAL CITY

and

SAN DIEGO ELECTRIC RAILWAY ASSOCIATION, INC.

Dated as of September 12, 2018

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**MAINTENANCE AND OPERATING AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
SAN DIEGO ELECTRIC RAILWAY ASSOCIATION**

This Maintenance and Operating Agreement (the "Agreement") is entered into as of September 12, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and SAN DIEGO ELECTRIC RAILWAY ASSOCIATION, a California non-profit corporation ("SDERA").

RECITALS

- A. WHEREAS, the CITY owns the improved real property commonly known as the National City Depot, located at 922 West 23rd Street, National City, California (the "Property"). The improvements on the Property are sometimes referred to as the "Railroad Depot" building. A legal description of the Property is attached hereto as Exhibit "A" and incorporated herein by reference.
- B. WHEREAS Article 11, Section 7 of the California Constitution empowers the CITY to provide for the health and welfare of its residents.
- C. WHEREAS, the CITY desires to enter into a Maintenance & Operating Agreement due to the special services to be performed under this Agreement for the City and to facilitate a more collaborative relationship between the CITY and the operator of the Premises.
- D. WHEREAS, one of the goals of the CITY's General Plan is to develop educational experiences capable of promoting the cultural heritage of the city and lifting the spirits of residents and visitors to National City.
- E. WHEREAS, the CITY desires the services of an organization to maintain and operate the Property in a manner beneficial to the public.
- F. WHEREAS, the CITY has further determined that SDERA is skilled in providing educational experiences capable of lifting the spirits of residents and visitors to National City.
- G. WHEREAS, the CITY wishes to have SDERA maintain and operate the Property, for the community's benefit, as an educational rail museum that highlights the historic role railroad activities played in the development of the CITY and region.. SDERA is willing to operate and maintain the Property for such a purpose.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1 TERM OF AGREEMENT

- 1.1 Term. The term of this Agreement shall be five (5) years, commencing November 1, 2018 (the “Commencement Date”) and expiring on October 31, 2023.
- 1.2 Option to Extend Term. If SDERA is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Manager or designee may extend the term for up to three (3) five-year periods. The five year term, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as the “Term.”

ARTICLE 2 THE PROPERTY

- 2.1 License for Use of Property. The CITY grants SDERA a revocable license to enter and operate the Property for the purpose of operating a public educational rail museum that benefits the residents and visitors of National City. SDERA’s revocable license is subject to the covenants and requirements of this Agreement as of the Commencement Date.
- 2.2 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Property shall be as follows:
- 2.2.1 Ownership of Personal Property. All improvements existing on the Property (Improvements), together with all fixtures permanently attached to the Property (Fixtures), as of the Commencement Date shall remain the property of the CITY during the Term. SDERA shall not remove any Improvements or Fixtures from the Property and shall also not waste, destroy, or modify any Improvements or Fixtures on the Property, except as permitted by this Agreement.
- 2.2.2 Ownership of Improvements. All improvements made to the property by SDERA shall become the property of the CITY.

ARTICLE 3 PERMITTED USE

- 3.1 Purpose. The parties intend that the operation of the Premises by SDERA will provide (a) an opportunity for the community to learn about the historic role railroad activities played in the development of the city and region, and (2) educational experiences for the children of National City.

- 3.2 Operations Plan. SDERA must submit a written operations plan to the CITY that addresses all aspects of maintaining and operating the Property. This written operations plan must include, but will not be limited to, descriptions of the following:
- 1) Hours of operation;
 - 2) Proposed activities or facilities available to the public;
 - 3) The number of employees, volunteers or long term caretakers on staff;
 - 4) Visitor safety and property security;
 - 5) Capital improvements;
 - 6) Property, building, equipment, and preservation of grounds;
 - 7) Sources of funding, fundraising plan;
 - 8) Expected expenses;
 - 9) Community outreach;
 - 10) Parking;
 - 11) Lighting;
 - 12) Handicap accommodations;
 - 13) Facility rentals to third parties;
 - 14) Goals for the next year and next three years thereafter.
- 3.3 Hours of Operation. SDERA shall open the Property to the general public Saturday and Sunday except holidays from 10 a.m. to 4 p.m. and also for public special events scheduled in advance of the event. SDERA shall post, in a location visible from West 23rd Street, the Property's hours of operation.
- 3.4 Service Fees. SDERA shall not provide any programs and services for profit. However, SDERA may charge user fees for classes and programs offered to school groups and the community to offset costs incurred by SDERA in its maintenance and operation of the Property. Any fees charged under this Article 3.4 must be approved by the City Manager or designee. The public shall pay no fee to gain access to the Property during those hours of operation listed in this Article 3.
- 3.5 Reporting by SDERA. SDERA shall provide annual reports to the CITY that provide Statistical Information (defined below) for the immediately preceding year. Each annual report shall contain, at a minimum, the total number of: (a) National City residents who participated in SDERA's Projects; (b) participants and volunteers who participated in SDERA's Projects; (c) events and programs coordinated; (d) and capital projects completed. The annual reports shall also include reports on SDERA's operating and maintenance plans, long-term and short-term goals, and any other pertinent statistics. The information required to appear in the annual reports by this Article 3.5 will be referred to as "Statistical Information." Each annual report will include the previous years' worth of Statistical Information, if any. SDERA will deliver the annual report to the CITY at a mutually agreeable date and time.
- 3.6 Annual Budget. SDERA shall provide the CITY with a proposed budget for SDERA's estimated maintenance and operating expenses for the Property by July 1st of each year during the Term. SDERA shall provide to the CITY an audited financial report and tax return, forty-five (45) days following June 30th of each year during the Term.

- 3.7 Volunteer Management. SDERA may utilize volunteers to operate the Property, and in providing the Projects required by this Agreement. SDERA is responsible for recruiting, training, and managing all volunteers on the Property. Volunteers are considered the responsibility of SDERA for the purpose of workers compensation or general liability.
- 3.8 Alcohol Use. SDERA, or third parties with permission from SDERA, may, hold events on the Property where alcoholic beverages are served. Alcoholic beverages shall be served subject to the following requirements:
- Alcohol will not be served during youth programming under any circumstances.
 - Alcohol may be served in designated areas of the Property, designated by SDERA in advance, and approved by the City Manager or designee.
 - Alcoholic beverages must be served by a licensed bartender, with a copy of the bartender's license on the Property.
 - The event host must obtain approval from the state Department of Alcoholic Beverage Control to serve alcohol.
 - The event host is responsible for all guest behavior during and following the service of alcohol.
 - "Last call" for service of alcohol shall be at least thirty (30) minutes prior to the scheduled end of the event.

When third parties (with permission from SDERA) serve alcoholic beverages, the following additional requirements shall apply:

- The third party shall provide the CITY proof of liability insurance acceptable to the City's Risk Manager.
 - The third party shall provide two licensed security guard for every 100 guests registered to attend the event.
 - SDERA shall reserve the authority to immediately terminate an event if SDERA determines, in its sole discretion, the third party has not complied with any requirement of this Article 3.8.
- SDERA shall provide the CITY a copy of their third party rental agreement template for approval.
- 3.9 Consideration. SDERA's payment of \$1.00 to the City, in addition to its' performance under the remainder of this Agreement, shall serve as the sole consideration due the CITY for SDERA's license to use and operate the Premises.
- 3.10 Compliance with Laws. SDERA, at its sole expense, shall procure, maintain, and hold available for the CITY's inspection any governmental license or permit required for the proper and lawful conduct of SDERA's operation of the Property. SDERA shall not use the Property for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of

California, the County of San Diego, the CITY, or of other lawful authorities. SDERA shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by SDERA of the Property.

3.10.1 TUP Requirements. Any programs, activities, or events that are not provided for in this Agreement may, in the CITY's sole discretion, require a Temporary Use Permit (TUP) or other permit as required by the CITY.

3.10.2 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 3.10, SDERA shall neither: (a) cultivate; (b) allow the cultivation of; (3) sell; nor (4) allow the sale of cannabis at the Property.

ARTICLE 4 UTILITIES

- 4.1 Utility Services. The CITY shall be responsible for maintaining reasonable utility services to the Property. SDERA shall provide and pay for all utilities or services necessary for its use and operation of the Property during the Term, including water, electricity, trash, and sewer charges. SDERA shall pay directly to the applicable utility company such charges, and the City shall have no obligation to pay for such utility services.

ARTICLE 5 REPAIRS; MAINTENANCE

- 5.1 SDERA's Repair and Maintenance Obligations. SDERA acknowledges that it has made a thorough visible inspection of the Property and that it accepts the Property "as-is" as of the Commencement Date. At SDERA's own cost and expense, SDERA shall repair, replace, and maintain the Property in good, tenable condition as necessary. SDERA shall not be obligated to repair or replace damage to the Property caused by ordinary wear and tear. SDERA shall maintain the Property in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. Other than repair work in emergency situations not exceeding Three Thousand and no/100 Dollars (\$3,000), SDERA shall not perform any repair work without the CITY's prior written consent. As used in this Article 5.1, "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the City on the Property are governed by Public Contract Code Section 22050. SDERA's obligations under this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, the fault or not the fault of SDERA, its agents, employees, volunteers, invitees, visitors, or

contractors. All replacements made by the SDERA shall be of like size, kind, and quality to the items replaced.

- 5.2 CITY Repair and Maintenance Obligations. For any repair and maintenance work exceeding Three Thousand and no/100 Dollars (\$3,000), the CITY will consider the nature and priority of the work and available funding to determine if and when such repairs will be completed.
- 5.3 CITY Right to Inspect; CITY Not Obligated to Repair or Maintain. SDERA shall permit the CITY to enter the Property at all times during usual hours of operation to inspect the Property. Any entry pursuant to this Article 5.3 shall not unreasonably interfere with SDERA's operation of the Property. However, nothing contained in this Article 5 shall create any duty on the part of the CITY to do any work which, under any provision of this Agreement, SDERA may be required to do.

ARTICLE 6 IMPROVEMENTS; ALTERATIONS

- 6.1 Alterations. SDERA may alter, replace, add to, change, or construct additional improvements to the Property (collectively, "Alterations") as SDERA may find necessary or convenient for its operation of the Property. Any Alterations performed by SDERA under this Article 6.1 shall be performed: (a) at SDERA's sole cost and expense; (b) with the CITY's prior written consent; and (c) in accordance with construction plans submitted to and approved by the CITY.
- 6.2 Construction Permits and Licenses. At all times during the Term, SDERA shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any Alterations. The CITY may, in its sole discretion, waive CITY permitting fees where applicable.
- 6.3 Proposed Plans. In its sole discretion, the CITY may require SDERA to do any of the following:
- Submit a complete set of proposed plans of any Alterations to the CITY;
 - Apply for and receive a permit from the Building Department to complete any Alterations;
 - Within sixty (60) days of a written request, furnish the CITY with a complete set of "as-built" plans for any CITY-approved Alterations.
- 6.4 Prevailing Wages. SDERA shall comply with prevailing wage statutes for any work not performed by volunteers.

ARTICLE 7 MECHANICS' LIENS; STOP NOTICES

- 7.1 Mechanics' Liens; Stop Notices. SDERA shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at time and place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, SDERA shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. SDERA shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for SDERA or persons claiming under SDERA.
- 7.2 Notice of Lien or Stop Notice. Should any claim of lien or stop notice related to SDERA's work of improvement of the Property be filed against the Property, or any action be filed against the Property, or any action affecting the title to the Property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.
- 7.3 Notice of Non-Responsibility. The CITY or its representatives shall have the right to post and keep posted on the Property notices of non-responsibility or such other notices which the CITY may deem to be proper for the protection of the CITY's interest in the Property. SDERA shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable posting of such notices.

ARTICLE 8 TAXES

- 8.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to SDERA's operation of the Property, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Property.
- 8.2 Possessory Interest. Notwithstanding Article 2.1, SDERA acknowledges that this Agreement may create a possessory interest subject to property taxation and that SDERA may be subject to the payment of taxes levied on such interest. SDERA shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon the Property.
- 8.3 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against any interest in SDERA's use of the Property at any time before or during the Term. SDERA shall pay any Taxes that accrue against any interest in SDERA's use of the Property. Additionally, SDERA shall pay any Taxes levied upon any Improvements, Fixtures, or Personal Property located on the Property to the extent such

Taxes result from SDERA's operations or other activities held upon, or in connection with, the Property.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

- 9.1 **SDERA Indemnity.** The CITY shall not be liable for, and SDERA shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims resulting from, related to, or arising out of SDERA's improvement, operation or use of the Property, or arising either directly or indirectly from any act, error, omission, or negligence of SDERA or its contractors, licensees, invitees, members, agents, servants or employees; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, officials, employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and SDERA shall employ competent counsel, reasonably acceptable to the CITY'S City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

- 9.1.1 **Third Party Indemnity.** SDERA shall not invite third party organizations onto the Property until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.
- 9.1.2 **Waivers from Third Party Entities.** SDERA agrees to obtain from all third party organizations whose participants operate on the Property, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.
- 9.2 **Insurance.** SDERA, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third party organizations SDERA invites onto the Property, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- 9.2.1 **Commercial General Liability Insurance (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location." The Commercial General

Liability required by this Article must include Sexual Misconduct Liability coverage.

- 9.2.2 **Automobile Insurance** SDERA does not own any vehicles. Any individual members of SDERA who drive their personal vehicles in connection with SDERA events or activities will maintain valid automobile insurance coverage that satisfies minimum insurance requirements under California law
- 9.2.3 **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of SDERA's employees, and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.
- 9.2.4 **Property Insurance** against all risks of loss to any improvements or betterments made by SDERA, or any third party with permission from SDERA, at full replacement cost with no coinsurance penalty provision.
- 9.2.5 The aforesaid policies shall constitute primary insurance, at least as broad as ISO CG 20 01 04 13, as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in Article 9.2.7 below, of cancellation or material change.
- 9.2.6 If required insurance coverage is provided on a "claims made" rather than "occurrence" form, SDERA shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- 9.2.7 The Certificate Holder for all policies of insurance required by this Article 9.2 shall be:
- City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397
- 9.2.8 Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

- 9.2.9 This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If SDERA does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 9.2.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 9.2, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 9.2.11 If SDERA maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by SDERA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

ARTICLE 10 TERMINATION

- 10.1 This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to SDERA. During said 60-day period, SDERA shall perform all services in accordance with this Agreement. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by SDERA in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to SDERA as provided for herein. The CITY further reserves the right to immediately terminate this Agreement upon: (a) the filing of a petition in bankruptcy affecting SDERA; (b) a reorganization of SDERA for the benefit of creditors; or (c) a business reorganization, change in business name or change in business status of SDERA.

ARTICLE 11 HAZARDOUS MATERIALS

- 11.1 Hazardous Materials Laws-Definition. As used in this Article, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Property, soil and ground water conditions, or other similar substances or conditions. The following legal

authority is a non-exhaustive list of the legal authority that applies to the definition of the term “Hazardous Materials Laws”:

- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)
- the Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and
- the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*)

11.2 Hazardous Materials - Definition. As used in this Article the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that:

11.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

11.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

11.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or;

11.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the SDERA with respect to any third person under any Hazardous Materials Law.

11.3 SDERA Representations and Warranties. Consistent with the visible inspection referenced in Article 5 above, SDERA shall not be liable for any improvements or modifications to the Property that occurred before SDERA took possession of the Property. A search of building permits and hazardous control maps does not indicate that SDERA imported any Hazardous Materials to the Property. SDERA represents and warrants that, during the Term or any extension thereof, SDERA shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to the terms and conditions of the SDERA’s maintenance obligations provided elsewhere in this Agreement:

11.3.1 SDERA shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by SDERA, its agents, employees, assigns, contractors or invitees, except as required by SDERA’s permitted use of the Property in the normal course of operations;

- 11.3.2 Any handling, transportation, storage, treatment, or usage by SDERA of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
- 11.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by SDERA at its sole expense, and any such discharge shall be promptly reported in writing to the CITY, and to any other appropriate governmental regulatory authorities;
- 11.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by SDERA on the Property;
- 11.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by SDERA on the Property without the CITY's prior written consent;
- 11.3.6 SDERA shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by SDERA to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
- 11.3.7 SDERA shall promptly notify the CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, SDERA shall either:
- (a) pay the claim and remove the lien from the Property, or
 - (b) furnish either:
 - (1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;
 - (2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.
- 11.3.8 At the end of this Agreement, SDERA shall surrender the Property to the CITY free of any and all Hazardous Materials, that were imported to the Property after

SDERA took possession of the Property, and in compliance with all Hazardous Materials' Laws affecting the Property.

ARTICLE 12 ASSIGNMENT; THIRD PARTY USE OF PROPERTY

- 12.1 Assignment; CITY's Consent Required. SDERA shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY's prior written consent shall be void.
- 12.2 Third Party Use of the Property. SDERA may engage third party organizations to provide special services or programming at the Property if:
- 12.2.1 The City Manager consents, in writing, to the third party organizations' proposed use of the Property;
- 12.2.2 The third party organization obtains policies of insurance acceptable to the City's Risk Manager and Article 9.2 of this Agreement; and
- 12.2.3 SDERA shall forward to the City Manager, or designee, any proposed agreements between SDERA and other third party organizations that wish to operate or conduct business on the Property ("Third Party Agreement"). No third party may operate or conduct business on the property until the City Manager, or designee, approves the Third Party Agreement. The City Manager, or designee, will determine whether the Third Party Agreement is compatible with the overall nature of the Property and the educational rail museum.

ARTICLE 13 DEFAULTS BY SDERA OR BY CITY; REMEDIES

- 13.1 Events of Default; Remedies. The following sub-articles shall apply if either SDERA or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):
- 13.1.1 Thirty-Day Correction of Default. If either SDERA or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the Default.
- 13.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.

13.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 13.1.1. or 13.1.2, then the non-defaulting party may immediately terminate this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 14 ABANDONMENT

- 14.1 Abandonment. SDERA shall not vacate or abandon the Property at any time during the Term nor permit the Property to remain unoccupied for a period of longer than five (5) consecutive days during the term of this Agreement. These provisions shall not apply if the Property is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of SDERA. Any exceptions must be submitted in writing to the City Manager or designee for approval.

ARTICLE 15 DAMAGE OR DESTRUCTION

- 15.1 SDERA's Duty to Repair Casualty. SDERA shall, as expeditiously as reasonably possible, repair any damages to the Property caused by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore, and replace any such damaged or destroyed Fixtures, Improvements or Personal Property ("Casualty Repairs"). Any Casualty Repairs made under this Article 15 are:
- (a) To be performed at SDERA's sole cost and expense;
 - (b) To be performed except as otherwise provided in this Article 15; and are
 - (c) Subject to all other terms and conditions of this Agreement.
- 15.2 Construction Provisions. In the event of any reconstruction of the Property, Fixtures or Improvements required of SDERA pursuant to this Article, SDERA shall repair the Property, and repair or rebuild such Fixtures and Improvements, to substantially the same condition they were in immediately preceding such Casualty.
- 15.3 No Abatement. In the event of reconstruction, replacement, or repair by SDERA pursuant to this Article, SDERA shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. SDERA shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the Property; (b) SDERA's Personal Property; or (c) any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.
- 15.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are

damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then SDERA shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the CITY.

ARTICLE 16 EMINENT DOMAIN

- 16.1 Condemnation. SDERA may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Property by delivery of written notice of such condemnation if:
- (a) If all of the Property is taken under eminent domain proceedings; or
 - (b) less than all of the Property is taken under such eminent domain proceeding and the part taken substantially impairs the ability of SDERA to use the remainder of the Property for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, SDERA may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

- 16.2 Continuation of Operating Agreement after Condemnation. If this Agreement is not terminated by SDERA, it shall remain in full force and effect as to any portion of the Property remaining, and this Agreement will end as of the date possession of the part taken by the public entity as to the part of the Property that is taken.
- 16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to SDERA for any award not provided by the condemning authority.

ARTICLE 17 SALE OR MORTGAGE BY CITY

- 17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of SDERA, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Property (collectively referred to in this Article as a "Sale"). The CITY shall provide to SDERA written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.
- 17.2 Release on Sale. From and after a Sale or discontinuance of the CITY's entire interest in the Property, the CITY shall be released from all liability to SDERA and SDERA

successors and assigns arising from this Agreement because of any act, occurrence, or omission of the CITY occurring after such Sale.

ARTICLE 18 CITY'S RIGHT OF ACCESS

18.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Property at any time with or without notice to SDERA to:

- (a) respond to health and safety concerns;
- (b) inspect the Property and Improvements;
 - (c) determine whether SDERA is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws)
- (d) post notices of non-responsibility or similar notices
- (e) inspect the progress of construction of any improvement; or
 - (f) make repairs that this Agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Property

All work enumerated in this Article 18.1 must be done as promptly as reasonably possible and so as to cause as little interference to SDERA as reasonably possible.

ARTICLE 19 NOTICES

19.1 Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered, and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered, and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: CITY OF NATIONAL CITY
City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

With a copy to:
Housing and Economic Development Manager
City of National City

140 East 12th Street, Suite B
National City, CA 91950

SDERA:

San Diego Electric Railway Association, Inc.
Executive Director
922 West 23rd Street
National City, CA 91950

ARTICLE 20 NON-DISCRIMINATION

- 20.1 Non-Discrimination. SDERA hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition or ancestry in the use, operation, or enjoyment of the Property.

ARTICLE 21 RECORDS, ACCOUNTS, AND AUDITS

- 21.1 SDERA's Duty to Keep Records. SDERA shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Agreement, keep or cause to be kept, true and complete books, records and accounts of all (a) construction undertaken pursuant to the rights conferred on SDERA under this Agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by SDERA in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.
- 21.2 CITY's Right to Audit. All SDERA books, accounts, and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of SDERA's records pertaining to (a) construction undertaken pursuant to the rights conferred on SDERA under this Agreement, and (b) its operations on the Property, including, without limitation, any records pertaining to SDERA's use of utilities on the Property. The cost of said audits shall be borne by the CITY, except that SDERA shall provide to the CITY, at SDERA's expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to SDERA's use of the Property.

ARTICLE 22 ADMINISTRATIVE PROVISIONS

- 22.1 Authority. SDERA represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Agreement on behalf of SDERA is the duly designated agent of SDERA and is authorized to do so.
- 22.2 Captions. The captions and headings appearing in this Operating Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 22.3 CITY Approval. Except where stated in this Agreement to the contrary, the phrases “CITY approval,” and “CITY’s written approval” or such similar phrases shall mean approval of the City Manager or designee, which approval shall not be unreasonably withheld.
- 22.4 Cumulative Remedies. In the event of a default under this Agreement, each party’s remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 22.5 Entire Agreement. This Agreement, together with all addenda and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- 22.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:
- Exhibit “A”: Legal description of the Property
- 22.7 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party’s reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the CITY or SDERA’s operations of the Property, or any other casualties beyond the reasonable control of either party (“Force Majeure”), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.
- 22.8 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.

- 22.9 Independent Contractor. SDERA acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.
- 22.10 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
- 22.11 SDERA's Agreement Administration. SDERA confirms that SDERA's Agreement Administrator has been given full operational responsibility for compliance with the terms of this Agreement. SDERA shall provide the CITY with a written schedule of its normal hours of business operation on the Property, and SDERA's Agreement Administrator, or a representative designated thereby, shall be available to the CITY during SDERA's normal business hours, to resolve problems or answer question pertaining to this Agreement and SDERA's operations on the Property.
- 22.12 Modification. The provisions of this Agreement may not be modified, except by a written amendment signed by both parties.
- 22.13 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 22.14 Successors & Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. SDERA shall not assign this agreement to any other party unless approved in writing by the CITY.
- 22.15 Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 22.16 Waiver. No provision of this Operating Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the CITY and SDERA have duly executed this Agreement as of the day and year first above written.

**CITY OF NATIONAL CITY
(CITY)**

**SAN DIEGO ELECTRIC RAILWAY
ASSOCIATION, a California non-profit
corporation (SDERA)**

By: _____
Ron Morrison, Mayor

By: Michael Reading
(Name)

MICHAEL READING
(Print)

PRESIDENT
(Title)

APPROVED AS TO FORM:
Angil P. Morris-Jones

By: Thomas D. Contreras
(Name)

By: _____
Roberto M. Contreras
Deputy City Attorney

THOMAS D. CONTRERAS
(Print)

Vice President
(Title)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Maintenance & Operating Agreement by and between the City of National City and San Diego Electric Railway Association, Inc. (SDERA), consisting of a term of 5 years with an option to extend the term for up to three additional 5 year periods for the city-owned land and building located at 922 West 23rd Street in National City.

PREPARED BY: Gregory Rose
Property Agent

DEPARTMENT: Housing & Economic
Development

PHONE: 619 336-4266

APPROVED BY: 

EXPLANATION:

(Please see attached background report).

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

The Maintenance and Operating Agreement will not have a financial impact to the City of National City at this time. The City may need to provide for major maintenance in the future, but no major maintenance has been identified or requested by SDERA at this time.

ENVIRONMENTAL REVIEW:

The Maintenance & Operating Agreement is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background Report
2. Maintenance & Operating Agreement

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council Authorizing the Mayor to Execute a Mills Act Historic Preservation Contract for 1430 E. 24th Street. \(Applicant: Stepheni Norton\) \(Case File 2018-10 M\) \(Planning\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: October 2, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council Authorizing the Mayor to Execute a Mills Act Historic Preservation Contract for 1430 E. 24th Street (Applicant: Stepheni Norton) (Case File 2018-10 M)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY: _____

EXPLANATION:

The property owner of 1430 E. 24th Street (Wallace Dickinson House) is requesting a Mills Act contract. The structure is a three-story Craftsman home located on a 72,600 square-foot (0.6-acre) lot. The property is in the Large Lot Residential (RS-1) zone.

Mills Act contracts are historic preservation tools that provide property tax savings for owners in exchange for a commitment to maintain and/or restore a historic structure. This property is eligible since it is on the City's list of locally-designated historic structures. The property owner has been continually restoring the property since it was purchased in 2012. Pending work includes windows, interior plaster, porches, doors, interior and exterior trim, and foundation repair. The attached Maintenance/Restoration Plan lists the completed and proposed projects. The Mills Act contract is valid for 10 years and automatically extends for one year on the anniversary date. The City may cancel the contract if breached or opt not to renew it if proper notice is provided. There are currently fourteen properties in the City in the Mills Act Program.

According to the San Diego County Assessor, there will be an approximate tax reduction of 50% of the current property valuation, or \$1,347 annually. The City's realized loss of its share of property tax would be approximately \$246. As the property is within a former redevelopment area, the loss would be to the Successor Agency.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

The action will result in a reduction in annual Successor Agency property tax revenue of approximately \$246.

ENVIRONMENTAL REVIEW:

Not subject to CEQA

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution

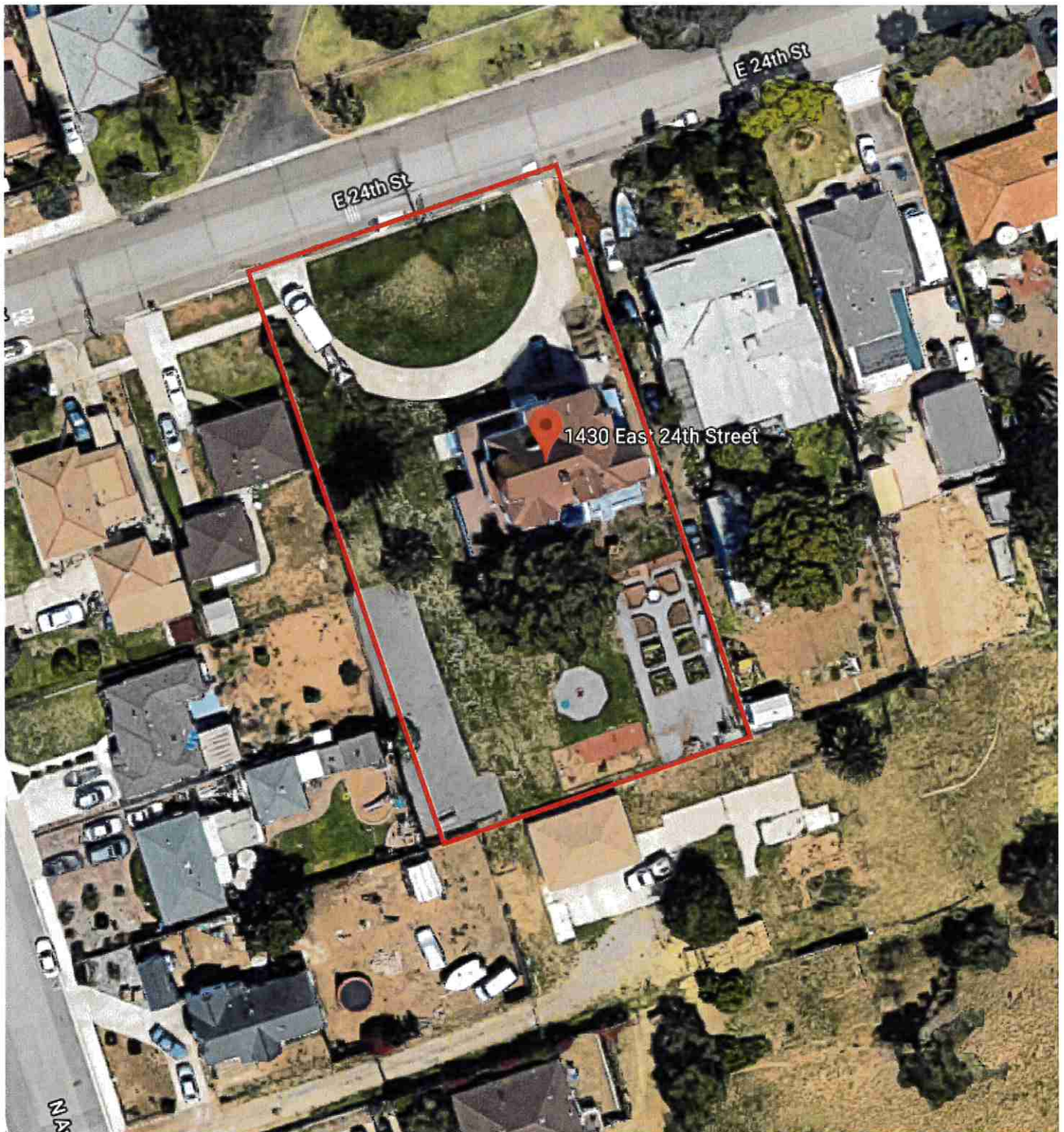
BOARD / COMMISSION RECOMMENDATION:

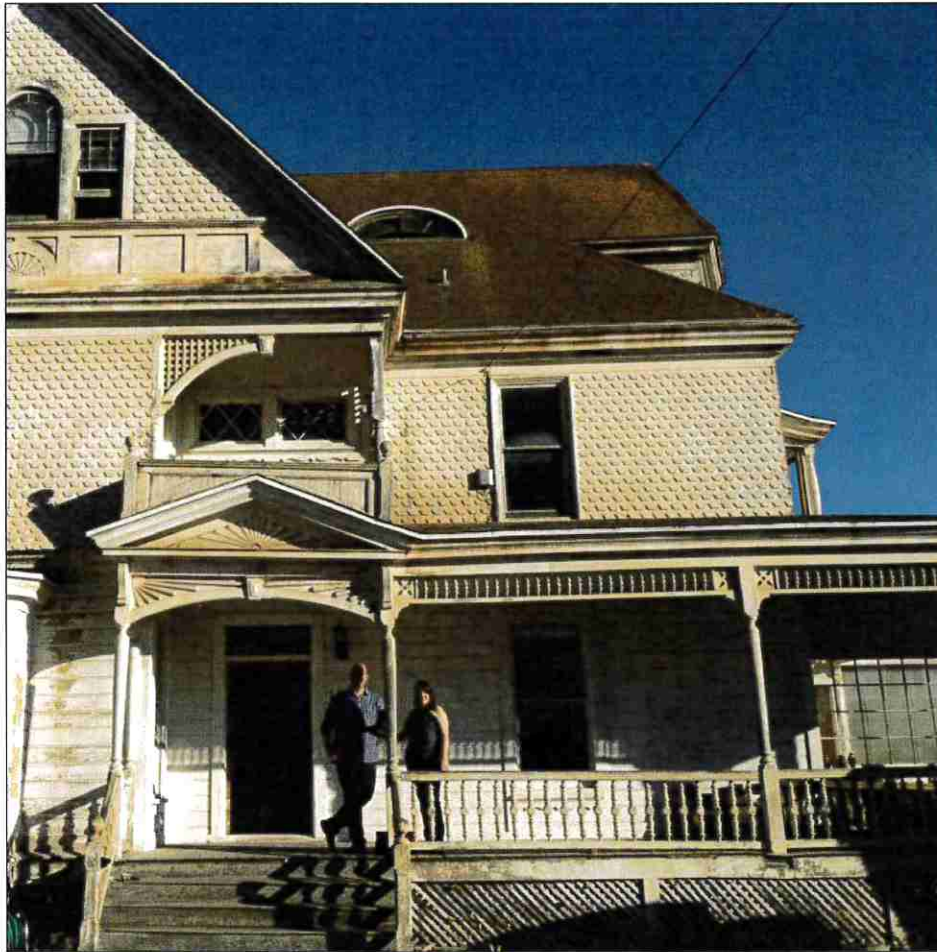
N/A

ATTACHMENTS:

- | | |
|---------------------------------|---|
| 1. Overhead | 4. Mills Act Contract |
| 2. Site Photos | 5. List of current Mills Act properties |
| 3. Maintenance/Restoration Plan | 6. Resolution |

2018-10 M – 1430 East 24th St. – Overhead





Wallace Dickinson House after purchase in 2012



Wallace Dickinson House in 2018
Attachment 2

**Maintenance/Restoration plan
Wallace D Dickinson House
1430 E 24th St, National City, CA 91950**

Project	Details	Proposed for	Completed on
South East Porch Stairs	Restore steps		2017
South West Porch	Restore original porch		2017
West Balcony Floor	Repaired and Replace balcony floors		2017
South West Porch Stairs	Restore steps		2014
West Porch	Remove non-original porch		2014
Window Glass	Replace all broken glass (38 windows)		2014
North Kitchen Entry Door	Replace broken glass and locks		2014
South West Entry	Replace landing		2014
East Chimney Brick	Repaired grout lines and replace missing bricks		2014
North Balcony	Repaired balcony rails and posts		2014
West Porch Stairs and handrails	Restore original porch and steps		2014
Exterior Body and Detail Paint	Paint house		2014
West Balcony	Remove nonoriginal boarding, Repair balcony rails and posts		2014
Window Sashes	Repair and replace originals windows sashes	2018	
Floors - Master	Stripped and tung oil floors		2017
Interior Ceiling Plaster	Repair and replace cracked plaster (3 floors)	2019	
North Balcony Floor	Repair and Replace balcony floors		2016
Window Grout	RegROUT (38 windows)		2016
Gutter Boxes	Repair built in gutter boxes and reline		2016
Roof	Tear out all old and replace roof		2016
Gutters	Replace down spouts		2016
Interior Wall Plaster	Repair and replace cracked plaster (3 floors)	2019	
Window Weights	Replace missing window weights (38 windows)	2018	
Window locks	Replace missing window locks to original (38 windows)	2018	
South East Porch	Restore original porch	2025	
Front Door	Replace with original style door	2021	
Interior Wood Wainscoting	Replace missing wainscoting	2020	
Copper Talking Tube	Replace mouth pieces	2018	
Wrap around porch	Replace original wrap around porch	2026	

Maintenance/Restoration plan
Wallace D Dickinson House
1430 E 24th St, National City, CA 91950

Project	Details	Proposed for	Completed on
South Kitchen Entry Door	Replace broken glass		2014
West Porch Doors	Reinstall original porch doors	2020	
Foundation	Repairs deteriorated areas of foundation	2019	
Windows	Replace boarded up windows	2024	
Exterior Millwork	Replace missing original millwork	2027	
Interior	Maintain as needed to original	Ongoing	
Exteriors	Maintain as needed to original	Ongoing	
North Kitchen Porch	Repaint		2014
Front Porch railing	Repair and replace to original		2014
HVAC	Replace		2017
Instant hot water whole house heater	Replace		2017
Drywall, installation, EPA primer, plaster coat (room by room)	Replace		2018
1 st floor bathroom - drywall	Replace		2015
New plumbing sewer and water lines	Replace	2019	
Sump pump	Replace		2017
New electrical panel	Replace		2017
New electrical 200 amp service	Replace		2017
Bedroom floors	Repair	ongoing	
Bee removal 10x	repair		2012-2018
Found opened enclosed doors	Repair		2013
Had custom door made to match original	Replace		2017
Attic stairs	New		2017
Kitchen Island countertop	New		2017
Kitchen added cabinets	New		2017
Dining room Fireplace – repair “flew”	Repairs		2017
Foundation repairs, front porch and basement south east	Repair		2014
Basement utility AC system	New		2017
Yellow bathroom sewer line	replace		2017
North balcony floating deck over flat roofed system with drain into plumbing systems to protect from water damage	replace		2017
West balcony coasting with water proofing	replace		2017

*Recording Requested by and When
Recorded Please Mail to:*

Michael R. Dalla
City Clerk
City of National City
1243 National City Boulevard
National City, CA 91950-4301

APN(s): 563-040-12

Above Space for Recorder's Use Only.

MILLS ACT CONTRACT

For property located at 1430 East 24th Street

THIS CONTRACT is entered into by and between THE CITY OF NATIONAL CITY, a municipal corporation ("CITY") and Michael Lesley and Stepheni Norton ("OWNERS").

RECITALS

WHEREAS, California Government Code Section 50280, et seq., referred to as the Mills Act, authorizes cities to enter into contracts with the owners of qualified historic properties to provide for the use, maintenance, and restoration of such historic properties so as to retain their characteristics as properties of historic significance.

WHEREAS, Owners possesses fee title in and to that certain real property, together with associated structures and improvements thereon, Assessor's Parcel No. 563-040-12, and located at the street address 1430 East 24th Street, National City, California, (the "Historic Site"). A legal description of the Historic Site is attached hereto as "Exhibit A", and incorporated herein by this reference.

WHEREAS, the National City Council has designated the above property as a Historic Site and it is so listed and currently eligible for listing in the "List of Identified Historic Sites in National City".

WHEREAS, City and Owners, for their mutual benefit, now desire to enter into this Contract both to protect and preserve the characteristics of historic significance of the Historic Site and to qualify the Historic Site for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of the California Government Code (and as amended from time to time).

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and covenants, City and Owners agree as follows:

1. Compliance with Council Resolution. Owners shall comply with City Council Resolution No. 2018-xx incorporated herein by this reference.
2. Eligibility. To be eligible for this Contract, the Historic Site shall be listed and shall remain eligible for listing in the "List of Identified Historic Sites in National City."
3. Standards for Historic Site. During the term of this Contract, the Historic Site shall be subject to the following conditions, requirements, and restrictions:
 - a. Owners shall preserve and maintain the characteristics of the cultural and historical significance of the Historic Site, and when necessary, restore and rehabilitate the Historic Site to conform to the rules and regulations of the Office of Historic Preservation of the Department of California State Parks, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, as amended from time to time. Work shall be done in accordance with the attached schedule of potential home improvements drafted by the Owners (Attachment A).
 - b. Owners shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:
 - i. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows;
 - ii. Scrap lumber, junk, trash or debris;
 - iii. Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
 - iv. Stagnant water or excavations, including swimming pools or spas;
 - v. Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.
 - c. Owners shall allow reasonable periodic examination of the interior and exterior of the Historic Site, by prior appointment, if a request is made by representatives of the City of National City Planning Department, the Community Development Commission of the City of National City, County Assessor, State Department of Parks and Recreation, or the State Board of Equalization, as may be necessary to determine Owners compliance

with the Contract.

- d. Owners shall allow visibility of the exterior of the structure from the public right-of-way. Owners shall not block the view to the exterior of structure with any new structure, such as walls, fences, or shrubbery.
 - e. Should Owners apply to City for a permit for demolition, substantial exterior alteration or removal of the Historic Site, Owners shall attend and participate in a scheduled hearing regarding such application before the board or commission designated by the City Council to oversee City's historic resources prior to the issuance of such permit. City will endeavor to schedule such hearing within three (3) weeks after owners submit such application to City.
 - f. Notwithstanding the foregoing subparagraph 2.e, should Owners apply to City for a permit for the demolition, substantial exterior alteration or removal of the Historic Site, Owners shall comply with all City and State of California environmental regulations, policies and requirements prior to City's issuance of the requested permit.
4. Information of Compliance. Owners hereby agrees to furnish City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Contract.
5. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Contract if it determines that Owners have breached any of the conditions of this Contract or has allowed the property to deteriorate to the point that it no longer meets City's or the State's standards for a qualified historic property. In addition, City may cancel this Contract if it determines that Owners have failed to restore or rehabilitate the Historic Site in the manner specified in subparagraph 3(a) of this Contract, or has demolished, substantially altered, or removed the Historic Site. In the event of cancellation, Owners shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280, et seq.
6. Enforcement of Contract. In lieu of and/or in addition to any provisions related to cancellation of the Contract as referenced herein, City may specifically enforce or enjoin the breach of the terms of this Contract. In the event of a default under the provisions of this Contract by Owners, City will give written notice to Owners by registered or certified mail of the default, and provide if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owners, then City may, without further notice, declare a default under the terms of this Contract and may pursue any remedy available under local, state or federal law. City does not waive any claim of default by Owners if City does not enforce or cancel this

Contract. No waiver by City of any breach or default under this Contract shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

7. Binding Effect of Contract. Owners hereby subject the Historic Site to the covenants, reservations and restrictions as set forth in this Contract. City and Owners hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owners' successors and assigns in title or interest to the Historic Site. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Site, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Contract regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument. City and Owners hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein, touch and concern the land, in that Owners legal interest in the Historic Site is rendered less valuable thereby. City and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the historic Site for the benefit of City, the public, and Owners.
8. Processing Fee. Owners shall pay to City a graduated processing fee of \$100 per \$100,000 of assessed value of the Historic Site, not to exceed \$500, prorated to actual assessed value.
9. Effective Date and Term of Contract. This Contract shall be effective and commence on October 3, 2018, and shall remain in effect for a term of ten (10) years thereafter.
10. Automatic Renewal and Notice of Non-Renewal.
 - a. Renewal. Each year on the anniversary of the effective date of this Contract (the "renewal date"), a year shall automatically be added to the initial term of this Contract unless notice of non-renewal is mailed as provided herein.
 - b. Non-renewal. If either Owners or City desires, in any year, not to renew this Contract, Owners or City shall serve written notice of non-renewal on the other party in advance of the annual renewal date of the Contract. Unless such notice is served by Owners to City, in writing to the City Council, at least ninety (90) days prior to the annual renewal date, or served by City to Owners at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Contract as provided herein. If either City or Owners serve notice to the other of non-renewal in any year, the Contract shall remain in effect for the

balance of the term then remaining, either from its original execution or from the last renewal of the Contract, whichever may apply.

- i. Protest. Upon receipt by Owners of a notice of non-renewal from City, Owners may make a written protest of the notice to the City Council. Any protest must be received by the City no later than 15 days from the date of the notice of non-renewal.
- ii. Withdrawal of non-renewal. City may, at any time prior to the annual renewal date of the Contract, withdraw its notice of non-renewal.

11. Notice. Any notice required to be given by the terms of this Contract shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To City:

City of National City
Development Services Director
1243 National City Boulevard
National City, CA 91950-4301

To Owners:

Michael Lesley & Stepheni Norton
1430 East 24th Street
National City, CA 91950

12. Indemnity and Hold Harmless of City. Owners shall defend, indemnify, and hold harmless City and its elected officials, officers, agents and employees from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or administrative action of any federal, state, or local governmental agency, arising out of or incident to (i) the direct or indirect use, operation, or maintenance of the Historic Site by Owners or any contractor, subcontractor, agent, lessee, licensee, invitee, or any other person; (ii) Owners' activities in connection with the Historic Site; and (iii) any restrictions on the use or development of the Historic Site, from application or enforcement of the National City Municipal Code or from enforcement of this Contract. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owners' obligation to indemnify shall survive the termination, cancellation, or expiration of this Contract and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13. General Provisions.

- a. None of the terms, provisions, or conditions of this Contract shall be deemed to create a partnership between the parties and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

- b. All of the agreements, rights, covenants, reservations, and restrictions contained in this Contract shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Site, whether by operation of law or in any manner whatsoever.
 - c. In the event that any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
 - d. This Contract shall not take effect unless and until Owners' signature is notarized by a notary public. Furthermore, if an agent or representative of Owners signs this Contract on behalf of Owners, the agent or representative must furnish proof to the satisfaction of City, that the agent or representative has authority to act on Owners' behalf.
 - e. This Contract shall be construed and governed in accordance with the laws of the State of California. The venue for any action shall be in the County of San Diego, State of California.
 - f. Owners or an agent of Owners shall provide written notice of this Contract to the State Office of Historic Preservation within six (6) months of entering into the Contract.
14. Recordation. No later than twenty (20) days after the parties execute and enter into this Contract, City shall cause this Contract to be recorded in the office of the County Recorder of the County of San Diego.
15. Amendments. This Contract may be amended only by a written and recorded instrument executed by the parties hereto.

CITY OF NATIONAL CITY

Date: _____

By: _____
Ron Morrison, Mayor

Date: _____

Attest:

By: _____
Michael R. Dalla, City Clerk

Date: _____

Approved as to form:

By: _____
Nicole Pedone, Acting City Attorney
For: Angil P. Morris-Jones
City Attorney

OWNERS OF RECORD

Date: _____

By: _____
(Notarized Signature)

Title: _____

Date: _____

By: _____
(Notarized Signature)

Title: _____

OWNERS PLEASE HAVE NOTARY PUBLIC ATTACH A SEPARATE PROOF OF NOTARY PAGE WITH SIGNATURE AND SEAL.

EXHIBIT "A"
Legal Description

THAT PORTION OF 40 ACRE LOT 1, IN QUARTER SECTION 134 OF RANCHO DE LA NACION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP BE MORRILL, NO. 166, FILED IN THE OFFICE OF THE RECORDER OF SAN DIEGO COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 165 FEET EAST OF THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID 40 ACRE LOT 1, THENCE EASTERLY A DISTANCE OF 128 FEET ON THE NORTH LINE OF SAID LOT 1, THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 245 FEET, THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 128 FEET, THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 245 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 40 FEET, MORE OR LESS, LYING IN A PUBLIC HIGHWAY AS MENTIONED IN DEED RECORDED IN BOOK 18, PAGE 395 OF DEEDS.

NATIONAL CITY MILLS ACT CONTRACTS		
CASE FILE NO.	ADDRESS:	APPLICANT
M-2002-1	3600 E. 8 th Street	Moncrieff Family Limited Partnership
M-2002-2	926 A Avenue	Janice Martinelli
M-2002-3	1941 Highland Avenue	Celia, Josefina Hernandez
M-2003-1	916 A Avenue	Jeannette Salazar
M-2003-2	928 A Avenue	Jeannette Salazar
M-2003-3	1433 E. 24 th Street	Jim Ladd
M-2003-4	45 East Plaza Blvd.	Janice Martinelli
M-2003-5	907 A Avenue	Louise Branch
M-2005-1	906 A Avenue	Janice Martinelli
M-2006-1	910 A Avenue	Janice Martinelli
M-2006-2	934 A Avenue	Janice Martinelli
2007-44 M	2824 L Avenue	Sherri Steliga
2010-9 M	2525 N Avenue	ICF
2010-28 M	940 E. 16 th Street	Janice Martinelli

The following page(s) contain the backup material for Agenda Item: [Notice of Decision Planning Commission approval of a Conditional Use Permit for on-site alcohol sales \(Type 47\) and live entertainment at a new restaurant \(Westside Story\) located at 1524 McKinley Avenue. \(Applicant: Nicholas E. Inzunza\) \(Case File 2018-01 CUP\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit for on-site alcohol sales (Type 47) and live entertainment at a new restaurant (Westside Story) located at 1524 McKinley Ave. (Applicant: Nicholas E. Inzunza) (Case File 2018-01 CUP)

PREPARED BY: Chris Stanley *C.S.*

DEPARTMENT: Planning

PHONE: 619-336-4381

APPROVED BY: 

EXPLANATION:

The project applicant has applied for a Conditional Use Permit to sell beer, wine, and distilled spirits and provide live entertainment. Both uses are accessory to a new restaurant to be located at 1524 McKinley Avenue. The proposed hours for the sale of alcohol and live entertainment are from 10:00 a.m. to 10:00 p.m. daily.

The Planning Commission conducted a public hearing on September 17, 2018. During the meeting three letters were received in support of the project (attached). Commissioners asked questions regarding the hours and operation of live entertainment and security. The Commission voted to recommend approval of the Conditional Use Permit based on attached findings and recommended Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per California Environmental Quality Act (CEQA)

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the Conditional Use Permit.
Ayes: Yamane, Sendt, Quintero, Flores, Dela Paz, Baca, Garcia

ATTACHMENTS:

- | | |
|-------------------------------------|--------------------|
| 1. Overhead | 4. Reduced Plans |
| 2. Planning Commission Staff Report | 5. Public Comments |
| 3. Resolution No. 2018-15 (a) | |

2018-01 CUP – 1524 McKinley Ave. – Overhead



N →

ATTACHMENT 1



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT FOR
ON-SITE ALCOHOL SALES (TYPE 47) AND LIVE
ENTERTAINMENT AT A NEW RESTAURANT LOCATED
AT 1524 MCKINLEY AVENUE

Case File No.: 2018-01 CUP

Location: 1524 McKinley Ave.

Assessor's Parcel No: 559-055-08

Staff report by: Chris Stanley, Acting Assistant Planner

Applicant: Nicholas E. Inzunza

Zoning designation: MM (Medium Manufacturing)

Adjacent zoning:

North: Industrial, Single Family Home / MM

East: Interstate 5 / OS (Open Space)

South: Industrial Use / MM

West: Industrial Use / MM

Environmental review: Not a project per California Environmental Quality Act (CEQA)

Staff recommendation: Approve

Staff Recommendation

Staff recommends approval of the on-site sale of beer, wine, and distilled spirits at a new restaurant, "Westside Story" subject to the attached recommended conditions. The use is conditionally-allowed in the MM zone. The sale of alcohol would be accessory to the restaurant. The sale of alcohol and live entertainment is recommended to be permitted only between the hours of 10:00 a.m. and 10:00 p.m. due to single-family homes within the vicinity.

Executive Summary

The business has applied for a Conditional Use Permit (CUP) to sell beer, wine, and distilled spirits at "Westside Story". The proposed hours for the sale of alcohol are the same as the proposed restaurant hours of 6:00 a.m. to 2:00 a.m. daily. A Type 47 (On-Sale General for Bona Fide Public Eating Place) license is concurrently being processed with the California Department of Alcoholic Beverage Control (ABC).

Site Characteristics

The property is an existing 1,300 square-foot building located at 1524 McKinley Avenue. It is in the Medium Manufacturing (MM) zone with an 854 square-foot enclosed patio on the rear of the building. The MM zone continues north, west, and south of the proposed restaurant with McKinley Ave. and the Interstate 5 Freeway directly east. A restaurant was previously in this location in 2014.

Proposed Use

The applicant is proposing to sell alcohol for on-site consumption at a new restaurant located in an existing commercial building. The floor plan provided shows the location for the storage of alcohol noted with the number 24 (Attachment 4). The location is to the rear of the building after the service counter and before the bathrooms. The alcohol is proposed to be housed in a cage that would be accessed from the service area only. The cage will allow alcohol to be displayed for customers, while only employees will have access from the rear of the cage. The applicant is also proposing live amplified and non-amplified entertainment consisting of a disc jockey, live band, karaoke, and dancing. The proposed alcohol sales hours are the same as the proposed restaurant hours, 6:00 a.m. to 2:00 a.m. daily. The restaurant is proposed to have a full breakfast, lunch, and dinner menu. A lunch and dinner menu have been provided, but a breakfast menu was not. The applicant stated that one can be provided, but that they were waiting to see if the proposed alcohol sale hours will need to be

altered. The final request is that the kitchen area be approved as a commissary for a mobile food truck, which would not require a CUP.

Analysis

The sale of alcohol for on-site consumption is conditionally-allowed with the approval of a CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements.

Mailing - All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 65 occupants and owners.

Community Meeting - Pursuant to Section 18.30.050 (C), a community meeting was held Tuesday, July 3, 2018 from 11:30 a.m. to 2:00 p.m. at the subject restaurant. There were 16 community members in attendance. According to the applicant, the same 65 occupants and owners were notified; the meeting covered menu options, food operations, seating, security, social responsibility to the community, entertainment, local resources, and marketing. The community members in attendance were asked to fill out a survey with questions regarding thoughts on the proposal, food preference, music preference, transportation preference, and age.

Distance Requirements - Chapter 18.030.050 (D) requires a 660-foot distance from sensitive uses such as schools (kindergarten through 12th grade). There are no such schools within this distance.

Alcohol Sales Concentration/Location - Per ABC, there are currently 10 on-site sale licenses in this census tract (219.00) where a maximum of eight are recommended. Therefore, this census tract is considered by ABC to be over-saturated with regard to alcohol sales outlets. For reference, the on-site alcohol outlets in the census tract are:

Name	Address	License Type*	CUP
Club 13	640 Civic Center Dr.	40	-
Stoney's Bar and Grill	108 W. 25 th St.	47	Y
The Waterfront Grill	3201 Marina Way	47	Y
Goodies Bar and Grill	740 Bay Marina Dr.	47	Y
Goody's Sushi & Grill	2424 Hoover Ave.	41	Y
Ramada	700 National City Blvd.	47	Y
Papa Gallo Cafe	1930 Cleveland Ave.	41	-
Aunt Emma's Pancakes	214 National City Blvd.	41	-
Chipotle	404 Mile of Cars Way	41	Y
Downtown Abbey	1302 National City Blvd.	47	Y

* Type 40 - On-Sale of Beer

* Type 41 - On-Sale of Beer and Wine

* Type 47 - On-Sale of Beer, Wine, and Liquor

Census tract 219.00 includes the area south of East Division Street, north of 'C' Street (Chula Vista), and west of National City Boulevard. The attached census tract map shows the location of the subject tract (Attachment 6).

Hours of Operation

The hours of operation for the existing license holders range from 6:00 a.m. to 2:00 a.m. for the varying properties. Recent alcohol sales hours have been between 10:00 a.m. and 10:00 p.m. Institute for Public Strategies (IPS) recommends that the serving of alcohol not be permitted past 10:00 p.m. The Police Department also rates the sale of alcohol past 11:00 p.m. as a three on their rating system, which would be high risk. As such, staff is recommending alcohol and live entertainment hours of 10:00 a.m. to 10:00 p.m. daily. If later hours are for the sale of alcohol and live entertainment are approved a recommendation can be made to provide security for the establishment. Conditions reflect the hours recommended by staff.

Live Entertainment

Per 18.30.050, live entertainment may be permitted by a resolution of approval for a CUP for the sale of alcohol and shall be limited to a single entertainer performing musical work (piano bars, etc.), additional entertainers, dancing, audience participation, or karaoke are also possible with a CUP. Staff recommends the hours of 10:00 a.m. to 10:00 p.m. for live entertainment due to the close proximity to existing single-family residences.

Public Comments

An email was received on Tuesday September 11, 2018 from the owner of 1420 McKinley Ave. supporting the Conditional Use Permit application (Attachment 10).

Institute for Public Strategies

IPS provided comments recommending that owners, management, and staff be required to attend the Responsible Beverage Sales and Service (RBSS) training. This requirement is a standard condition of City Council Policy 707 and is included as a condition of approval (Attachment 8). As previously mentioned, IPS recommended the operation hours of 6:00 a.m. to 10:00 p.m. and voiced concern for possible “morphing”, a term meaning when a restaurant transforms into a club, raising the possibility of violence, crime, and nuisances, especially in areas of high crime rates.

Police Department (PD)

The ABC Risk Assessment provided by PD allocated a total of 20 points, which places it in the High Risk category (Attachment 9).

Findings for Approval

The Municipal Code contains six required findings for CUPs as follows:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the MM zone pursuant to a CUP and the proposed use meets the required guidelines in the Land Use Code for alcohol sales, as discussed in the staff report.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

Alcohol sales are permitted, subject to a CUP, by the Land Use Code, which is consistent with the General Plan. A restaurant use is consistent with the Medium Manufacturing land use designation contained in the Land Use and Community Character element of the General Plan.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

No expansion of the building is proposed. The proposal involves an existing restaurant space, which was previously analyzed for traffic impacts when it was constructed.

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

The proposed alcohol sales would be accessory to the primary use of food sales. A restaurant existed on the site previously.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The proposed use would be subject to conditions that limit the sale of beer and wine as well as the hours of availability; it is recommended that no alcohol products be sold or live entertainment be performed before 10:00 a.m. or after 10:00 p.m. In addition, all business staff is required to receive RBSS training.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The project is not considered a project under CEQA, as no development is proposed. In addition, the proposed use is similar to other commercial uses in the area, which are permitted in the MM zone.

The following two findings are also included with alcohol CUPs:

7. The proposed use is deemed essential and desirable to the public convenience or necessity.

In this case, alcohol sales would contribute to the viability of the restaurant, an allowed use in the MM zone.

8. Based on findings 1 through 7 above, public convenience and necessity would be served by a proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

Findings for Denial

Due to the census tract being over-saturated, and being that there are other on-sale outlets in the area, there are also findings for denial as follows:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The census tract in which the subject property is located is currently over-concentrated with regard to on-sale alcohol outlets. 10 on-sale outlets are permitted where eight are recommended by the ABC. In addition, the area has a high crime rate and was assessed by NCPD as a high risk.

2. The proposed use is not deemed essential to the public necessity.

There are 10 locations in census tract 219.00 that already sell alcohol for on-site consumption, nine of which are restaurants.

3. Based on findings 1 and 2 above, the public convenience and necessity will not be served by the proposed use of the property for the retail sale of alcoholic beverages pursuant to law.

Conditions of Approval

Standard Conditions of Approval have been included with this permit, as well as conditions specific to on-site sale of alcohol per City Council Policy 707, more specifically, that the sale of alcohol shall not exceed the sale of food and that alcohol shall be available only in conjunction with the purchase of food, along with RBSS training.

Summary

The proposed use is consistent with the General Plan due to alcohol sales for on-site consumption being a conditionally-allowed use in the MM zone. The proposed use would be accessory to the proposed restaurant. In order to address concerns of "morphing", it is recommended that the sale of alcohol be consistent with what has been approved at prior Planning Commission meetings, the sale of alcohol from 10:00 a.m. to 10:00 p.m. It is also recommended that live entertainment be permitted only between the hours of 10:00 a.m. and 10:00 p.m. due to single-family homes within the vicinity.

Options

1. Approve 2018-01 CUP subject to the attached recommended conditions, based on the attached findings, or findings to be determined by the Planning Commission; or
2. Deny 2018-01 CUP based on the attached findings or findings to be determined by the Planning Commission; or,
3. Continue the item to a specific date in order to obtain additional information.

Attachments

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2018-01 CUP, dated 7/9/2018)
5. Public Hearing Notice (Sent to 65 property owners & occupants)
6. Census Tract & Police Beat Map
7. Community Meeting Advertisement / Minutes / Surveys / Sign-in Sheet
8. City Council Policy 707
9. Police Departments Comments
10. Public Comments
11. Resolutions



CHRIS STANLEY
Acting Assistant Planner



MARTIN REEDER, AICP
Acting Planning Director

RESOLUTION NO. 2018-15 (a)

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA
APPROVING A CONDITIONAL USE PERMIT FOR ON-SITE ALCOHOL SALES AND
LIVE ENTERTAINMENT AT A NEW RESTAURANT LOCATED AT 1524 MCKINLEY
AVENUE
CASE FILE NO. 2018-01 CUP
APN: 559-055-08

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the on-site sale of beer and wine at an existing restaurant for a property located at 1524 McKinley Avenue at a duly advertised public hearing held on September 17, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2018-01 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on September 17, 2018, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because alcohol sales for on-site consumption is a conditionally-allowed use in the MM zone and the proposed use meets the required guidelines in the Land Use Code for alcohol sales.

2. The proposed use is consistent with the General Plan because alcohol sales are permitted, subject to a Conditional Use Permit, by the Land Use Code, which is consistent with the General Plan. In addition, a restaurant use is consistent with the Medium Manufacturing land use designation contained in the Land Use and Community Character (LU) element of the General Plan.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because no expansion is proposed, and the use would be accessory to the commercial use.
4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints because the commercial suite is existing and the proposed alcohol sales would be accessory to the restaurant. The sale of beer and wine is not expected to increase the demand for parking on the property.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the proposed use will be subject to conditions that limit the sale of alcohol and the hours that it will be available; no alcohol products will be sold or live entertainment be performed before 10:00 a.m. or after 10:00 p.m.; and all business staff is required to receive Responsible Beverage Service & Sales (RBSS) Training.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act, and because there is no development, it has been determined that the proposed use is not a project per the act; there is no calculable increase in traffic and no other impacts are anticipated. The project would not result in any physical changes to the environment.
7. The proposed use is deemed essential and desirable to the public convenience or necessity. Alcohol sales would contribute to the viability of the restaurant, an allowed use in the MM zone.
8. Based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the on-site sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the sale of beer and wine for on-site consumption at a new market located at 1524 McKinley Avenue. Plans submitted for permits associated with this project shall conform to Exhibit A, Case File No. 2018-01 CUP, dated 7/9/2018.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

6. All sellers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.
7. The sale of alcoholic beverages shall be permitted only between the hours of 10:00 a.m. and 10:00 p.m. daily.

8. The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.
9. Alcohol shall be available only in conjunction with the purchase of food.
10. Live Entertainment shall be permitted only between the hours of 10:00 a.m. and 10:00 p.m.
11. Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of September 17, 2018, by the following vote:

AYES: Quintero, Baca, Sendt, Yamane, Garcia, Flores, Dela Paz

NAYS: None.

ABSENT: None.

ABSTAIN: None.


CHAIRPERSON

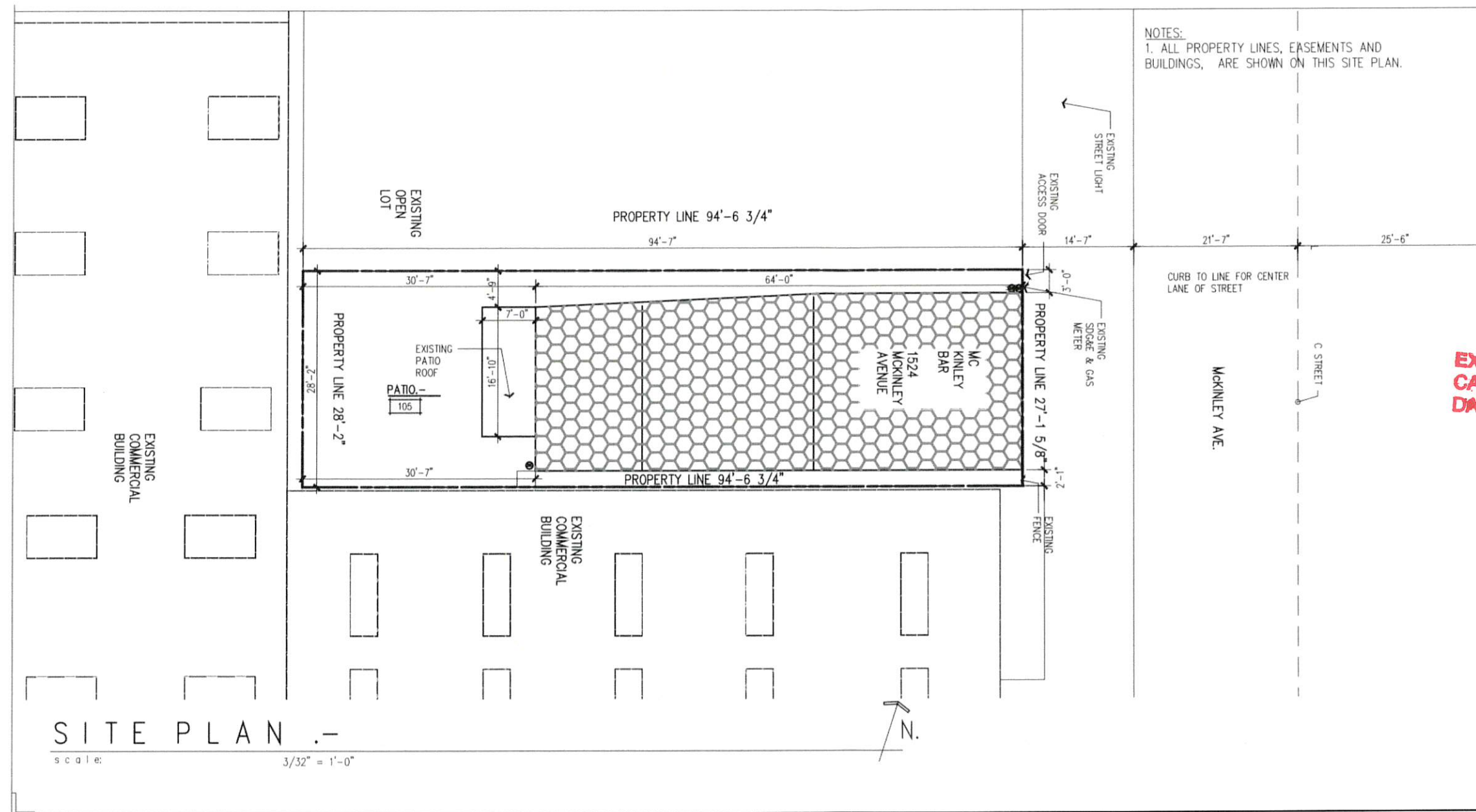
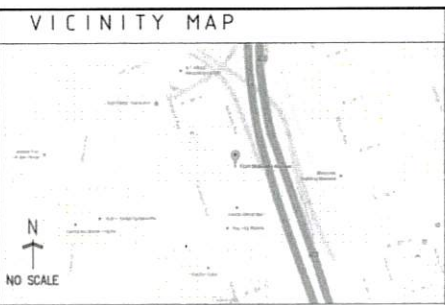


EXHIBIT: A
CASE FILE NO.: 2018-01 CUP
DATE: 7-9-18

SITE PLAN .-
scale: 3/32" = 1'-0"



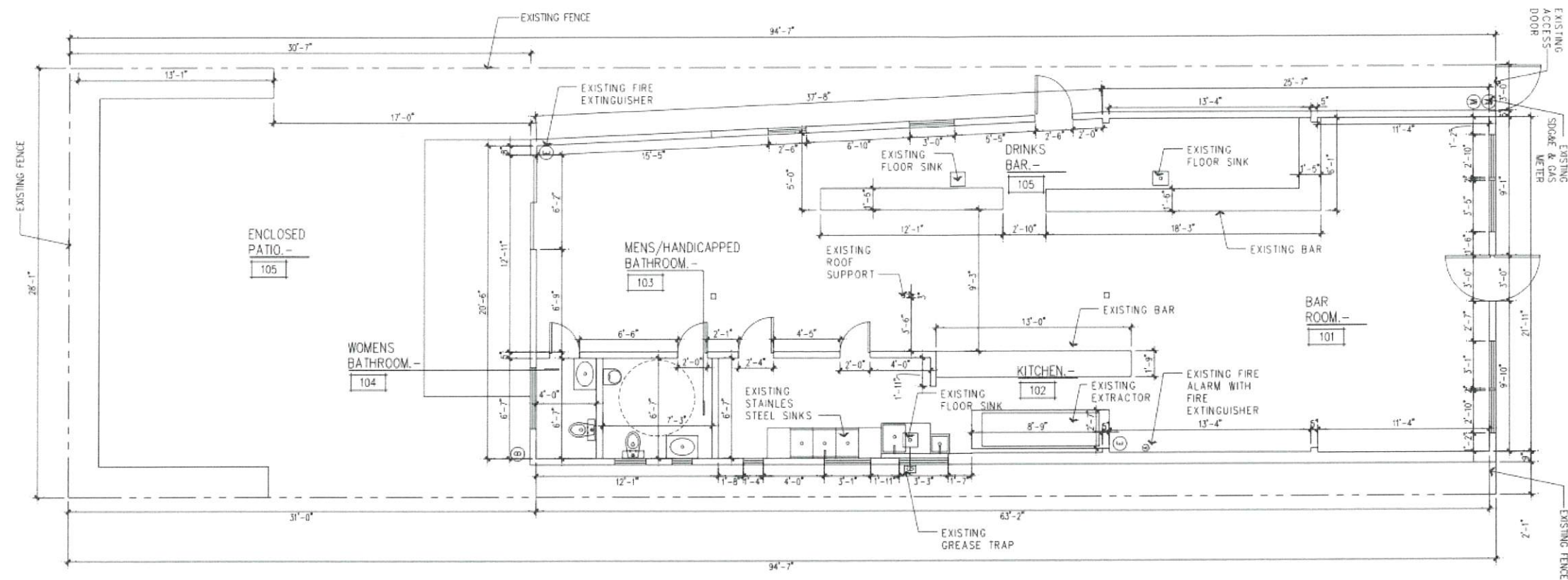
BUILDING CODE DATA
THIS PROJECT MUST COMPLY WITH:
2016 CALIFORNIA BUILDING CODE
2016 EDITION OF CALIFORNIA RESIDENTIAL CODE
2016 EDITION OF CALIFORNIA PLUMBING CODE
2016 EDITION OF CALIFORNIA ELECTRICAL CODE

PROJECT DATA
ASSESSOR'S PARCEL NUMBER: 559-055-0800
ADDRESS: 1524 MCKINLEY AVENUE NATIONAL CITY, CA 91950
CONTACT PERSON: NICOLAS INZUNZA
SCOPE OF WORK
EXISTING BAR TO BE RENOVATED, ADD FINISHING TO WALLS, REPLACE SINKS, OIL MAINTENANCE TO EXISTING FIRE SUPPRESSION SYSTEM, RENEW FINISHING ON EXISTING FLOORING, FACADE IMPROVEMENT
PROJECT NAME & ADDRESS
WESTSIDE STORY 1524 McKinley Ave National City, CA 91950

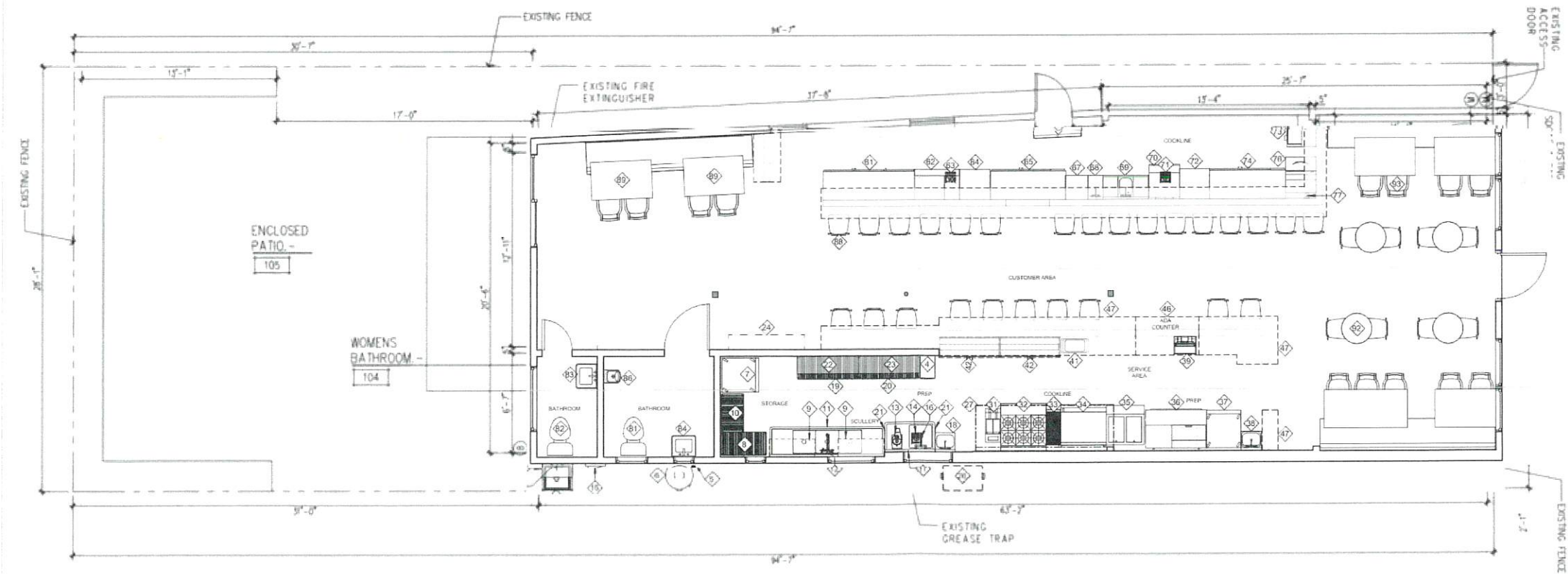
WESTSIDE STORY

1524 McKinley Ave
National City, CA 91950

Existing Layout



Proposed Layout



WESTSIDE STORY

1524 McKinley Ave
National City, CA 91950

Chris Stanley

From: Planning
Sent: Tuesday, September 11, 2018 9:45 AM
To: Chris Stanley
Subject: FW: case file 2018-01 CUP APN 559-055-08

For your project.

From: bsccor@gmail.com [mailto:bsccor@gmail.com]
Sent: Tuesday, September 11, 2018 9:34 AM
To: Planning <Planning@nationalcityca.gov>
Subject: case file 2018-01 CUP APN 559-055-08

I would like to make the following endorsement for approval of above noted conditional use permit application.

1. I am the owner of 1420 McKinley Ave, which is one block north of subject property.
2. I fully support the approval of this business as described.
3. Adding a Type 47 licensed facility on our street will not only attract economic development for National City, it will enhance the desirability of our neighborhood by attracting additional development.
4. Having a new restaurant close by adds desirability and value to surrounding properties
5. The Westside area of National City is a unique part of San Diego County that has all the elements of being a community with its own signature. The proximity to downtown San Diego, mass transit and the upgraded zoning makes this establishment the perfect fit for our community.

Thanks for listening to my opinion on this proposal.

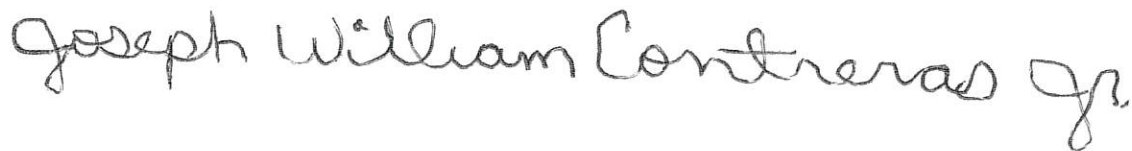
Bryan Scott
1420 McKinley Ave. National City, CA 91950
619 395-6500



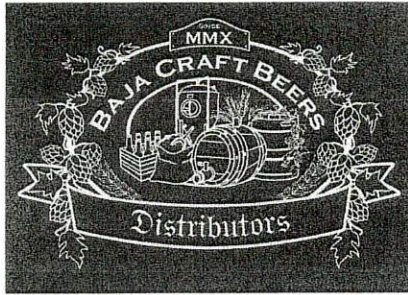
Virus-free. www.avast.com

To the city of National City,

My name is Joseph Contreras and I am the owner of 1520 McKinley Ave, which is north of the property. I would like to give my approval for the Westside Story restaurant. I have been in this neighborhood for many generations and I've seen the Westside area develop over time. I want to support the authorization of this restaurant and all the amenities it brings. Bringing in this restaurant for the local workers and citizens would promote community connection and protect the historical importance in our area. Thank you for taking the time to hear from me.

A handwritten signature in cursive script that reads "Joseph William Contreras Jr.".

Joseph Contreras
1520 McKinley Ave
National City, CA 91950



September 4, 2018

National City Planning Commission
City of National City
1243 National City Blvd
National City, CA 91950

Dear Planning Commissioners:

As representatives of the Baja California craft beer community, Baja Craft Beers offers our support of the Westside Grill's CUP application for alcohol sales and live music at 1524 McKinley Avenue in National City. The project's owner, Nick Inzunza, has long been a supporter of the craft beer industry and understands that both the industry and its patrons are advocates of responsible beverage operations. We are confident that this project will likewise be operated responsibly and within the conditions set forth by the city.

Please accept this letter as sign of our support of approval for the CUP for Westside Grill. Any questions or concerns regarding our support can be addressed to me at 619-581-7491 or rudyjrlopez@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Rudy Lopez".

Rudy Lopez
Brand Ambassador
Baja Craft Beers



901 National City Boulevard
National City, CA 91950-3203
Business: 619 477-9339
Fax: 619 477-5018
Web site: www.nationalcitychamber.org

May 1, 2018

National City Planning Commission
City of National City
1243 National City Blvd.
National City, CA 91950

Honorary Commissioners:

The National City Chamber of Commerce submits support for Westside Grill's Conditional Use Permit application to allow for live music and alcohol sales at the project site located at 1524 McKinley Ave. Owner, Nick Inzunza of A Beautiful National City, is an active chamber member in good standing. He serves the business community as an active Board Member of the National City Chamber of Commerce, and is a strong advocate for business and community development initiatives in the City.

Mr. Inzunza is investing in one of National City's oldest community assets, once known as Café Estela, to preserve history and stimulate commercial activity on the west side. Mr. Inzunza is experienced in property management, business operations, and is committed to the growth and development of the City.

We are confident that he will fulfill all conditions required by the City of National City to support a responsible operation at Westside Grill.

Please accept our letter of support for the approval of a CUP for Westside Grill to operate with live music and alcohol sales.

The National City Chamber of Commerce represents over 600 members comprised primarily of small business owners. The Chamber's mission is to increase opportunities for businesses and advocate for our membership in matters related to business, government, and community relations.

Questions regarding this letter and our support may be addressed to Jacqueline L. Reynoso, President/CEO, National City Chamber of Commerce, Cell: 619-890-6614, reynoso@nationalcitychamber.org.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Reynoso", written over a horizontal line.

Jacqueline L. Reynoso
President/CEO
National City Chamber of Commerce

The following page(s) contain the backup material for Agenda Item: [Community and Police Relations Commission \(CPRC\) 2016 and 2017 Annual Reports. \(City Manager\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Community and Police Relations Commission (CPRC) 2016 and 2017 Annual Reports

PREPARED BY: Lauren Maxilom/ CPRC Liaison

DEPARTMENT: City Manager's Office

PHONE: (619) 336-4289

APPROVED BY: 

EXPLANATION:

Pursuant to Title 16 of National City Municipal Code 16.10.020: The chair of each board, commission and committee shall appear before the city council on an annual basis and present a brief report on the activities and accomplishments of the board, commission or committee that they chair during the previous year. Such report shall also include a presentation of the record of attendance of the members of the board, commission or committee that is the subject of the report.

The Commission unanimously approved the 2016 and 2017 Annual Reports during their regular meeting on August, 16, 2018. See attached reports for detailed information from the Community and Police Relations Commission.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ / ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Accept and file 2016 and 2017 Community and Police Relations Commission Annual Reports

BOARD / COMMISSION RECOMMENDATION:

The CPRC voted unanimously on August 16, 2018 to approve Chairman Baraja's 2016 and 2017 Annual Reports to the City Council.

ATTACHMENTS:

CPRC 2016 Annual Report
CPRC 2017 Annual Report



Community and Police Relations Commission

Memorandum

To: Mayor and City Council
Cc: City Manager's Office
From: Victor Barajas, Community and Police Relations Commission
RE: 2016 Annual Report

Background

In October 2003, the Mayor and City Council established the National City Community and Police Relations Commission (CPRC). The Commission should be comprised of eight individuals appointed by the Mayor and approved by the City Council. Of the eight members, seven are voting members and one is a non-voting member. Of the seven voting members, five must be residents of National City. The non-voting member is a member of the National City Police Officers Association (NCPD-POA). The terms of the membership are three years, subject to reappointment by the City Council.

As of the time period this report reflects (2016), there are 5 voting members and one non-voting member leaving two vacancies to be filled for voting members.

The Commission meets on the third Thursday in the months of February, May, August and November at 6:00 p.m. in the Council Chamber of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated.

2016 Year End Review

During the year in review, the National City Community and Police Relations Commission continued its training objectives from the 2015 year and saw several changes in personnel. Amongst these changes in personnel were changes to the complaint review subcommittee members and changes to the Chair and Vice Chair roles. The committee also made catching up on the review of backlogged cases from the 2013/2014 years a priority and made significant headway in towards accomplishing this objective.

The committee was also staffed with enough commissioners throughout the year so as to maintain a full quorum and avoid ANY meeting cancelations for the year.

During the Commission's May and November meetings, two newly appointed Commissioners were introduced; (John Bailey and Derek Jones respectively). Both of Commissioners are included in the total number of voting commissioners referenced above. These additional appointees gave the Commission added flexibility to accommodate Commissioner Absences without risk of canceling regularly scheduled meetings.

In addition to the new members welcomed by the Commission during the year, the following personnel changes also occurred:

- Florfina Arce resigned from the commission.
- Victor Barajas and Diana Plazola were appointed as Chairman and Vice-Chairman respectively with a majority vote by the Commission.

Complaint Review Subcommittee

Victor Barajas was moved from alternate to primary on the Complaint Review Subcommittee. Diana Plazola was appointed as the 2nd primary on the Sub-Committee and John Bailey was appointed as an alternate to review completed Internal Affairs cases in the absence of Chairman Barajas or Vice-Chairman Plazola's absence.

Cases Reviewed in 2016

During the 2014/2015 year, a significant backlog of cases was created due to several factors that prevented the efficient review of cases. During the 2016 year CPRC made it a top priority to catch up on this backlog and made significant headway towards accomplishing this objective.

During the 2016 reporting year; the commission reviewed 21 Citizen/Department Initiated investigations in closed session. Of the 21 cases reviewed, 17 were supported unanimously by the commission; two cases were withdrawn; one had two commissioner abstentions and one, was referred to another law enforcement agency for review.

Current Status of Complaints

- As of the date of this report; the 2014/2015 backlog of cases has been significantly reduced and the commission is on track to eliminate the backlog by mid 2017.

Note: All complaints that are reviewed by CPRC Complaint Review Subcommittee are taken to the entire Commission in closed session for discussion and determination.

Training/Special Presentations

- 2014 Use of Force/Internal Affairs Statistical Report by NC Chief of Police, Manuel Rodriguez.
- Use of Force Legal Standards by Senior Assistant City Attorney, Nicole Pedone.
- Body Worn Cameras by NC Police Lieutenant, Robert Rounds.
- Summary of unreasonable searches and seizures, by Senior Assistant City Attorney, Nicole Pedone.
- Internal Affairs Processes presentation by NC Sergeant. Aydelotte.
- 2016 Mid-Year Crime Statistics by NC Police Captain, Jose Tellez.
- Discussion on DUI/Driver License checkpoint by Chairman Victor Barajas.
- Chairman Victor Barajas and Commissioner John Bailey attendance at the 22nd Annual National Association of Civilian Oversight of Law Enforcement (NACOLE) conference.

2016 Attendance

February

Present – Barajas, Victor; Plazola, Diana; Seaton-Msemaji, Ken; Estolano, Nancy; Castro Munoz, Julio; Bailey, John (voting members)

Present – Phillips, Bill (non-voting member)

Absent – Arce

May

Present – Bailey, John; Barajas, Victor; Estolano, Nancy; Plazola, Diana; Arce, Florfina (voting members)

Absent – Phillips, Bill (non-voting member)

Absent – Seaton-Msemaji, Ken; Castro Munoz, Julio (voting members)

August

Present – Bailey, John; Barajas, Victor; Castro Munoz, Julio; Estolano, Nancy; Seaton-Msemaji, Ken; Plazola, Diana (voting members)

Present – Phillips, Bill (non-voting member)

Absent – Arce

November

Present – Barajas, Victor; Castro Munoz, Julio; Estolano, Nancy; Jones, Derek; Seaton-Msemaji, Ken; Plazola, Diana (Voting members)

Present – Bill Phillips (non-voting member)

Absent – Bailey, John

2017 Goals

- Continue reviewing the 2014/2015 backlog of cases and have cases caught up by mid-year (May meeting).
- Continue seeking training opportunities for the commission.
- Begin talks of updating and formalizing the commission's complaint review subcommittee procedures for reviewing cases.
- Begin talks of updating the commission's Bylaws to include formal training requirements for current and future commissioners.
- Continue to review IA cases in real time.
- Continue building the commissions membership.



Community and Police Relations Commission

Memorandum

To: Mayor and City Council
Cc: City Manager's Office
From: Victor Barajas, Community and Police Relations Commission
RE: 2017 Annual Report

Background

In October 2003, the Mayor and City Council established the National City Community and Police Relations Commission (CPRC). The Commission should be comprised of eight individuals appointed by the Mayor and approved by the City Council. Of the eight members, seven are voting members and one is a non-voting member. Of the seven voting members, five must be residents of National City. The non-voting member is a member of the National City Police Officers Association (NCPD-POA). The terms of the membership are three years, subject to reappointment by the City Council.

As of the time period this report reflects (2017), there are 5 voting members and one non-voting member leaving two vacancies to be filled for voting members.

The Commission meets on the third Thursday in the months of February, May, August and November at 6:00 p.m. in the Council Chamber of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated.

2017 Year End Review

During the year in review, the National City Community and Police Relations Commission began discussions to update the committees training bylaws to require that all commissioners, at minimum, attend two law enforcement/policy trainings per year. With the objective being better preparation for all commissioners to be effectively cycled through CPRC's Complaint Review Sub-Committee.

In an effort to prevent future backlogs of in IA case reviews; discussions on the procedures of Complaint Review Sub-Committee also began. The proposed changes to the procedures include a requirement for the committee to coordinate with Internal Affairs, at minimum once per month, to review recently completed cases for presentation at the next regularly scheduled CPRC meeting.

CPRC did see continued momentum from 2016 in its Complaint Review Subcommittee and continued reviewing IA cases in real time. Thus preventing additional backlogs as the committee saw in years 2014 and 2015.

During the Commission's May meeting, two newly appointed Commissioners were introduced, (Gil Garcia and Victor Gonzalez). Both Commissioners are included in the total number of voting commissioners referenced above. These additional appointees gave the Commission added flexibility to accommodate Commissioner absences without risk of canceling regularly scheduled meetings.

In addition to the new members welcomed by the Commission during the year, the following personnel changes also occurred:

- Derek Jones and Julio Castro Munoz resigned from the commission.
- Victor Barajas and Diana Plazola were re-appointed as Chairman and Vice-Chairman respectively with a majority vote by the Commission.

Cases Reviewed in 2017

During the 2017 reporting year; the commission reviewed 8 Citizen/Department Initiated investigation in closed session.

Current Status of Complaints

- Effective March 2017; the 2014/2015 backlog of cases has been eliminated and all remaining case reviews are being conducted in real time as they become available by NCPD's Internal Affairs Department.

Note: All complaints that are reviewed by CPRC Complaint Review Subcommittee are taken to the entire Commission in closed session for discussion and determination.

Training/Special Presentations

- FBI Index Crimes 2016 Statistics by National City Police Chief Manuel Rodriguez.
- Presentation on the Adult Use of Marijuana Act (Proposition 64) and National City's Recreational Marijuana Ordinance by National City Attorney, Nicole Pedone.
- Mobile Field Interview Technology and ARJIS Applications Presentation by National City Police Sergeant Shephard.

- Commissioner Victor Gonzalez and Deputy City Attorney Contreras attended at the 23rd Annual National Association of Civilian Oversight of Law Enforcement (NACOLE) conference.

Complaint Review Subcommittee

Victor Barajas and Diana Plazola continued as primaries in the Complaint Review Subcommittee. John Bailey continues as an alternate to review completed Internal Affairs cases in the absence of Chairman Barajas or Vice-Chairman Plazola.

2017 Attendance

February

Canceled due to lack of quorum.

Present – Barajas, Victor; Diana (voting members)

Absent – Bailey, John; Jones, Derek; Castro Munoz, Julio; Estolano, Nancy

Present – Phillips, Bill (non-voting member)

May

Present – Bailey, John; Barajas, Victor; Castro Munoz, Julio; Estolano, Nancy; Garcia, Gil; Gonzalez, Victor; Plazola, Diana (voting members)

Absent – None

Present – Phillips, Bill (non-voting member)

August

Present – Bailey, John; Barajas, Victor; Garcia, Gil; Gonzalez, Victor; Plazola, Diana (voting members)

Phillips, Bill (non-voting member)

Absent – Castro Munoz, Julio; Estolano, Nancy

November

Present – Bailey, John; Barajas, Victor; Garcia, Gil; Estolano, Nancy; Plazola, Diana (Voting members)

Absent – Gonzalez, Victor, Castro Munoz, Julio

Present – Bill Phillips (non-voting member)

2018 Goals

- Review and finalize the committee's training/participation bi-laws section.
- Review and finalize the Complaint Review Sub-Committees procedures for reviewing cases.
- Have commissioners participate in, at minimum, two law-enforcement/policy trainings per year.
- Improve the committees case review time frames.
- Continue to review IA cases in real time.
- Continue building the committees membership.

The following page(s) contain the backup material for Agenda Item: [A staff presentation and request for further direction on options for finalizing Maintenance and Operating Agreements with the National City Living History Farm Preserve for the Stein Family Farm and National City Historical Society for the Kimball House Museum. \(Housing and Economic Development\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: October 2, 2018

AGENDA ITEM NO.

ITEM TITLE:

A staff presentation and request for further direction on options for finalizing Maintenance and Operating Agreements with the National City Living History Farm Preserve for the Stein Family Farm and National City Historical Society for the Kimball House Museum.

PREPARED BY: Gregory Rose, Property Agent

DEPARTMENT: Housing & Economic Development

PHONE: 619.336.4266

APPROVED BY:

EXPLANATION:

See Attachment No. 1

FINANCIAL STATEMENT:

ACCOUNT NO. n/a

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Provide direction on options for finalizing the Maintenance and Operating Agreements for both historic sites.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

1. Staff Report
2. Draft Maintenance and Operating Agreements
3. Existing Maintenance and Operating Agreements



MAINTENANCE AND OPERATING AGREEMENT

by and between

CITY OF NATIONAL CITY

and

THE NATIONAL CITY HISTORICAL SOCIETY

Dated as of _____, 2018

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MAINTENANCE AND OPERATING AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
THE NATIONAL CITY HISTORICAL SOCIETY

This Maintenance and Operating Agreement (the “Agreement”) is entered into as of _____, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and the National City Historical Society, a California non-profit corporation (the “Historical Society”).

RECITALS

- A. WHEREAS, the CITY owns the improved real property commonly known as the Frank Kimball House, located at 923 “A” Avenue, National City, California (the “Property”). The improvements on the Property are referred to as the “Kimball House”. A legal description of the Property is attached hereto as Exhibit “A” and incorporated herein by reference.
- B. WHEREAS Article 11, Section 7 of the California Constitution empowers the City to provide for the health and welfare of its residents.
- C. WHEREAS, the CITY desires to enter into a Maintenance & Operating Agreement due to the special services to be performed under this Agreement for the City and to facilitate a more collaborative relationship between the CITY and the operator of the Property.
- D. WHEREAS, one of the goals of the CITY’s General Plan is to develop educational experiences capable of promoting the cultural heritage of the City and lifting the spirits of residents and visitors to National City.
- E. WHEREAS, the CITY desires the services of an organization to maintain and operate the Property in a manner beneficial to the public.
- F. WHEREAS, the CITY has further determined that the Historical Society is skilled in maintaining a cultural and educational program to encourage an understanding and appreciation of National City history for the benefit of National City residents and visitors.
- G. WHEREAS, the CITY wishes to have the Historical Society maintain and operate the Property as an educational and cultural resource for the community’s benefit, and the Historical Society is willing to operate and maintain the Property for such a purpose.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1 TERM OF AGREEMENT

- 1.1 **Term.** The term of this Agreement shall be sixty (60) months, commencing October 1 2018 (the “Commencement Date”) and expiring on October 31, 2023.
- 1.2 **Option to Extend Term.** If the Historical Society is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Manager or designee may extend the term for up to three (3) additional sixty (60) month periods. The initial sixty-month term, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as the “Term.”

ARTICLE 2 THE PROPERTY

- 2.1 **License for Use of Property.** The CITY grants the Historical Society a revocable license to enter and operate the Property for the purpose of (a) maintaining the historic nature of the Property and (b) operating a museum for the benefit of National City residents and visitors. The Historical Society’s revocable license is subject to the covenants and requirements of this Agreement as of the Commencement Date. The Historical Society shall only have access to the first floor. However, the Historical Society may appoint one of its members as a caretaker to reside on the second floor of the Property. The caretaker must pay for the utilities for the second floor and provide security for the building. The caretaker must be approved by the CITY.
- 2.2 **Ownership of Personal Property and Improvements.** The rights and obligations of the parties regarding the ownership of personal property and improvements on the Property shall be as follows:
- 2.2.1 **Ownership of Personal Property.** All improvements existing on the Property (Improvements), together with all fixtures permanently attached to the Property (Fixtures), as of the Commencement Date shall remain the property of the CITY during the Term. The Historical Society shall not remove any Improvements or Fixtures from the Property and shall also not waste, destroy, or modify any Improvements or Fixtures on the Property, except as permitted by this Agreement.
- 2.2.2 **Ownership of Improvements and Equipment.** All improvements made to the property by the Historical Society shall become the property of the CITY.

ARTICLE 3 PERMITTED USE

- 3.1 **Purpose.** The parties intend that the operation of the Property by the Historical Society will provide an opportunity for the community to tour a historic Italianate style home and provide an educational and cultural resource within National City.

- 3.2 Operations Plan. The Historical Society must submit a written operations plan to the City that addresses all aspects of maintaining and operating the Property. This written operations plan must include, but will not be limited to, descriptions of the following:
- 1) Hours of operation;
 - 2) Proposed activities or facilities available to the public;
 - 3) The number of employees or volunteers;
 - 4) Visitor safety and property security;
 - 5) Capital improvements;
 - 6) Property, building, and grounds preservation;
 - 7) Sources of funding, fundraising plan;
 - 8) Community outreach;
 - 9) Parking;
 - 10) Lighting;
 - 11) Handicap accommodations.
- 3.3 Hours of Operation. The Historical Society will open the Property to the public Saturday and Sunday from 11am to 1 p.m. and also for public special events scheduled in advance of the event. The Historical Society shall post, in a location visible from “A” Avenue, the hours of operation.
- 3.4 Service Fees. The Historical Society shall not provide any programs and services for profit. However, the Historical Society may charge user fees for classes and programs offered to school groups and the community to offset costs incurred by the Historical Society in its maintenance and operation of the Property. Any fees charged under this Article 3.4 must be approved by the City Manager or designee. The public shall pay no fee to gain access to the Property during those hours of operation listed in this Article 3.
- 3.5 Reporting by the National City Historical Society. The Historical Society shall provide annual reports to the CITY that identify the total number of: (a) National City residents who participated in Historical Society events; (b) participants and volunteers who participated in Historical Society events; (c) events and programs coordinated by the Historical Society; (c) capital projects completed; (e) operating and maintenance plans; and (f) any other relevant statistics. The information required to appear in the annual reports by this Article 3.5 will be referred to as “Statistical Information.” Each annual report will include all previous years’ worth of Statistical Information, if any. The Historical Society will deliver the annual report to the CITY at a mutually agreeable date and time.
- 3.6 Annual Budget. The Historical Society shall provide to the CITY a proposed budget for the Historical Society’s estimated maintenance and operating expenses for the Property by August 1st of each year during the term of this Agreement. The Historical Society shall provide to the CITY an audited financial report and tax returns, no later than August 1 of each year during the term of this Agreement.

3.6.1 Advertising Donation. The City will donate the sum of Five Thousand Dollars (\$5,000.00) to the Historical Society to be used for: (a) promotional materials; (b)

the printing informational brochures; and (c) for such other activities that will advertise the Frank Kimball House and National City in a positive manner. At each anniversary of the Commencement Date, the Historical Society shall provide the City a report detailing the use of all funds described in this Article 3.6.1.

- 3.7 Volunteer Management. The Historical Society may utilize volunteers to operate the Property, and in providing the Projects required by this Agreement. The Historical Society is responsible for recruiting, training, and managing all volunteers on the Property. Volunteers are considered the responsibility of the Historical Society for the purpose of workers compensation or general liability.
- 3.8 Alcohol Use. The Historical Society may hold events on the Property where alcoholic beverages are served. Alcoholic beverages shall be served subject to the following requirements:
- Alcohol will not be served during youth programming under any circumstances.
 - Alcohol will be served in limited areas of the Property, designated by the Historical Society in advance, and approved by the City Manager or designee.
 - Alcoholic beverages must be served by a licensed bartender, with a copy of the bartender's license on the Property.
 - The event host must obtain approval from the state Department of Alcoholic Beverage Control to serve alcohol.
 - The event host is responsible for all guest behavior during and following the service of alcohol.
 - "Last call" for service of alcohol shall be at least thirty (30) minutes prior to the scheduled end of the event.
- 3.9 Third-Party Rentals Prohibited. Under no circumstance shall the Historical Society rent the Property to a third party.
- 3.10 Consideration. Historical Society's payment of \$1.00 to the CITY, and its performance under this Agreement, shall serve as the sole consideration due the CITY for Historical Society's license to use and operate the Property.
- 3.11 Compliance with Laws. The Historical Society, at its sole expense, shall procure, maintain, and hold available for the CITY's inspection any governmental license or permit required for the proper and lawful conduct of the Historical Society's operation of the Property. The Historical Society shall not use the Property for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. The Historical Society shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by the Historical Society of the Property.

3.11.1 Any programs, activities, or events that are not provided for in this Agreement may, in the CITY's sole discretion, require a Temporary Use Permit (TUP) or other permit as required by the CITY.

3.11.2 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 3.11, the Historical Society shall neither: (a) cultivate; (b) allow the cultivation of; (3) sell; nor (4) allow the sale of cannabis at the Property.

ARTICLE 4 UTILITIES

- 4.1 Utility Services. The CITY shall be responsible for maintaining reasonable utility services to the Property. The Historical Society shall provide and pay for all utilities or services necessary for its use and operation of the Property's first floor during the Term, including water, electricity, trash, and sewer charges. The Historical Society shall pay directly to the applicable utility company such charges, and the City shall have no obligation to pay for such utility services.

ARTICLE 5 REPAIRS; MAINTENANCE

- 5.1 Historical Society's Repair and Maintenance Obligations. The Historical Society acknowledges that it has made a thorough inspection of the Property and that it accepts the Property "as-is" as of the Commencement Date. At the Historical Society's own cost and expense, the Historical Society shall repair, replace, and maintain the Property in good, tenable condition as necessary. The Historical Society shall not be obligated to repair or replace damage to the Property caused by ordinary wear and tear. The Historical Society shall maintain the Property in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. Other than repair work in emergency situations not exceeding Three Thousand and no/100 Dollars (\$3,000), the Historical Society shall not perform any repair work without the CITY's prior written consent. As used in this Article 5.1, "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the City on the Property are governed by Public Contract Code Section 22050. The Historical Society's obligations under this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, the fault or not the fault of the Historical Society, its agents, employees, volunteers, invitees, visitors, or contractors. All replacements made by the Historical Society shall be of like size, kind, and quality to the items replaced.

- 5.2 CITY Repair and Maintenance Obligations. For any repair and maintenance work exceeding Three Thousand and no/100 Dollars (\$3,000), the CITY will consider the nature and priority of the work and available funding to determine if and when such repairs will be completed.
- 5.3 CITY Right to Inspect; CITY Not Obligated to Repair or Maintain. The Historical Society shall permit the CITY to enter the Property at all times during usual hours of operation to inspect the Property. Any entry pursuant to this Article 5.3 shall not unreasonably interfere with the Historical Society's operation of the Property. However, nothing contained in this Article 5 shall create any duty on the part of the CITY to do any work which, under any provision of this Agreement, the Historical Society may be required to do.

ARTICLE 6 IMPROVEMENTS; ALTERATIONS

- 6.1 Alterations. The Historical Society may alter, replace, add to, change, or construct additional improvements to the Property (collectively, "Alterations") as the Historical Society may find necessary or convenient for its operation of the Property. Any Alterations performed by the Historical Society under this Article 6.1 shall be performed: (a) at the Historical Society's sole cost and expense; (b) with the CITY's prior written consent; and (c) in accordance with construction plans submitted to and approved by the CITY.
- 6.2 Construction Permits and Licenses. At all times during the Term, the Historical Society shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any Alterations. The CITY may, in its sole discretion, waive CITY permitting fees where applicable.
- 6.3 Proposed Plans. In its sole discretion, the CITY may require the Historical Society to do any of the following:
- Submit a complete set of proposed plans of any Alterations to the CITY;
 - Apply for and receive a permit from the Building Department to complete any Alterations;
 - Within sixty (60) days of a written request, furnish the CITY with a complete set of "as-built" plans for any CITY-approved Alterations.
- 6.4 Prevailing Wages. The Historical Society shall comply with prevailing wage statutes for any work not performed by volunteers.

ARTICLE 7 MECHANICS' LIENS; STOP NOTICES

- 7.1 Mechanics' Liens; Stop Notices. The Historical Society shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at time and place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, the Historical Society shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. The Historical Society shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for the Historical Society or persons claiming under the Historical Society.
- 7.2 Notice of Lien or Stop Notice. Should any claim of lien or stop notice related to the Historical Society's work of improvement of the Property be filed against the Property, or any action be filed against the Property, or any action affecting the title to the Property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.
- 7.3 Notice of Non-Responsibility. The CITY or its representatives shall have the right to post and keep posted on the Property notices of non-responsibility or such other notices which the CITY may deem to be proper for the protection of the CITY's interest in the Property. The Historical Society shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable posting of such notices.

ARTICLE 8 TAXES

- 8.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to the Historical Society's operation of the Property, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Property.
- 8.2 Possessory Interest. Notwithstanding Article 2.1, the Historical Society acknowledges that this Agreement may create a possessory interest subject to property taxation and that the Historical Society may be subject to the payment of taxes levied on such interest. The Historical Society shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon the Property.
- 8.3 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against any interest in the Historical Society's use of the Property at any time before or during the Term. The Historical Society shall pay any Taxes that accrue against any interest in the Historical Society's use of the Property. Additionally, the Historical

Society shall pay any Taxes levied upon any Improvements, Fixtures, or Personal Property located on the Property to the extent such Taxes result from the Historical Society's operations or other activities held upon, or in connection with, the Property.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

- 9.1 Historical Society Indemnity. The CITY shall not be liable for, and the Historical Society shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims resulting from, related to, or arising out of the Historical Society's improvement, operation or use of the Property, or arising either directly or indirectly from any act, error, omission, or negligence of the Historical Society or its contractors, licensees, invitees, members, agents, servants or employees; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, officials, employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and the Historical Society shall employ competent counsel, reasonably acceptable to the CITY'S City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

- 9.1.1 Third Party Indemnity. The Historical Society shall not invite third party organizations onto the Property until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.
- 9.1.2 Waivers from Third Parties. The Historical Society agrees to obtain from all guests, invitees, or third party organizations whose participants visit the Property, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.
- 9.2 Insurance. The Historical Society, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third party organizations the Historical Society invites onto the Property, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- 9.2.1 **Commercial General Liability Insurance (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its

operations under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location.” The Commercial General Liability required by this Article must include Sexual Misconduct Liability coverage.

- 9.2.2 **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles (“Any Auto”). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- 9.2.3 **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of the Historical Society’s employees, and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.
- 9.2.4 **Property Insurance** against all risks of loss to any improvements or betterments made by the Historical Society, or any third party with permission from the Historical Society, at full replacement cost with no coinsurance penalty provision.
- 9.2.5 The aforesaid policies shall constitute primary insurance, at least as broad as ISO CG 20 01 04 13, as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in Article 9.2.7 below, of cancellation or material change.
- 9.2.6 If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the Historical Society shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.
- 9.2.7 The Certificate Holder for all policies of insurance required by this Article 9.2 shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

- 9.2.8 Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.
- 9.2.9 This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the Historical Society does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 9.2.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 9.32, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 9.2.11 If the Historical Society maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the Historical Society. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

ARTICLE 10 TERMINATION

- 10.1 This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the Historical Society. During said 60-day period, the Historical Society shall perform all services in accordance with this Agreement. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the Historical Society in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to the Historical Society as provided for herein. The CITY further reserves the right to immediately terminate this Agreement upon: (a) the filing of a petition in bankruptcy affecting the Historical Society; (b) a reorganization of the Historical Society for the benefit of creditors; or (c) a business reorganization, change in business name or change in business status of the Historical Society.

ARTICLE 11 HAZARDOUS MATERIALS

11.1 Hazardous Materials Laws-Definition. As used in this Article, the term “Hazardous Materials’ Laws” means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called “common law”) relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Property, soil and ground water conditions, or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term “Hazardous Materials Laws”:

- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)
- the Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and
- the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*)

11.2 Hazardous Materials - Definition. As used in this Article the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that:

11.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

11.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

11.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or;

11.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the Historical Society with respect to any third person under any Hazardous Materials Law.

11.3 Historical Society Representations and Warranties. The Historical Society represents and warrants that, during the Term or any extension thereof, the Historical Society shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to the terms and conditions of the Historical Society’s maintenance obligations provided elsewhere in this Agreement:

11.3.1 The Historical Society shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by the Historical Society, its agents,

employees, assigns, contractors or invitees, except as required by the Historical Society's permitted use of the Property in the normal course of operations;

- 11.3.2 Any handling, transportation, storage, treatment, or usage by the Historical Society of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
- 11.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by the Historical Society at its sole expense, and any such discharge shall be promptly reported in writing to the CITY, and to any other appropriate governmental regulatory authorities;
- 11.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by the Historical Society on the Property;
- 11.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by the Historical Society on the Property without the CITY's prior written consent;
- 11.3.6 The Historical Society shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by the Historical Society to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
- 11.3.7 The Historical Society shall promptly notify the CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, the Historical Society shall either:
 - (a) pay the claim and remove the lien from the Property, or
 - (b) furnish either:
 - (1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;

- (2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

11.3.8 At the end of this Agreement, the Historical Society shall surrender the Property to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

ARTICLE 12 ASSIGNMENT; THIRD PARTY USE OF PROPERTY

- 12.1 Assignment; CITY's Consent Required. The Historical Society shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY's prior written consent shall be void.
- 12.2 Third Party Use of the Property. Consistent with Article 3.9, the Historical Society shall not rent the Property to third party organizations.

ARTICLE 13 DEFAULTS BY HISTORICAL SOCIETY OR BY CITY; REMEDIES

- 13.1 Events of Default; Remedies. The following sub-articles shall apply if either the Historical Society or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):
- 13.1.1 Thirty-Day Correction of Default. If either the Historical Society or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the Default.
- 13.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.
- 13.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 13.1.1. or 13.1.2, then the non-defaulting party may immediately terminate this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 14

ABANDONMENT

- 14.1 Abandonment. The Historical Society shall not vacate or abandon the Property at any time during the Term nor permit the Property to remain unoccupied for a period of longer than five (5) consecutive days during the term of this Agreement. These provisions shall not apply if the Property is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of the Historical Society. Any exceptions must be submitted in writing to the City Manager or designee for approval.

ARTICLE 15 DAMAGE OR DESTRUCTION

- 15.1 Historical Society's Duty to Repair Casualty. The Historical Society shall, as expeditiously as reasonably possible, repair any damages to the Property caused by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore, and replace any such damaged or destroyed Fixtures, Improvements or Personal Property ("Casualty Repairs"). Any Casualty Repairs made under this Article 15 are:
- (a) To be performed at the Historical Society's sole cost and expense;
 - (b) To be performed except as otherwise provided in this Article 15; and are
 - (c) Subject to all other terms and conditions of this Agreement.
- 15.2 Construction Provisions. In the event of any reconstruction of the Property, Fixtures or Improvements required of the Historical Society pursuant to this Article, the Historical Society shall repair the Property, and repair or rebuild such Fixtures and Improvements, to substantially the same condition they were in immediately preceding such Casualty.
- 15.3 No Abatement. In the event of reconstruction, replacement, or repair by the Historical Society pursuant to this Article, the Historical Society shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. The Historical Society shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the Property; (b) the Historical Society's Personal Property; or (c) any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.
- 15.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then the Historical Society shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the CITY.

ARTICLE 16 EMINENT DOMAIN

16.1 Condemnation. The Historical Society may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Property by delivery of written notice of such condemnation if:

- (a) If all of the Property is taken under eminent domain proceedings; or
- (b) less than all of the Property is taken under such eminent domain proceeding and the part taken substantially impairs the ability of the Historical Society to use the remainder of the Property for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, the Historical Society may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

16.2 Continuation of Operating Agreement after Condemnation. If this Agreement is not terminated by the Historical Society, it shall remain in full force and effect as to any portion of the Property remaining, and this Agreement will end as of the date possession of the part taken by the public entity as to the part of the Property that is taken.

16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to the Historical Society for any award not provided by the condemning authority.

ARTICLE 17 SALE OR MORTGAGE BY CITY

17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of the Historical Society, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Property (collectively referred to in this Article as a "Sale"). The CITY shall provide to the Historical Society written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.

17.2 Release on Sale. From and after a Sale or discontinuance of the CITY's entire interest in the Property, the CITY shall be released from all liability to the Historical Society and the Historical Society successors and assigns arising from this Agreement because of any act, occurrence, or omission of the CITY occurring after such Sale.

ARTICLE 18 CITY'S RIGHT OF ACCESS

18.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Property at any time with or without notice to the Historical Society to:

- (a) respond to health and safety concerns;
- (b) inspect the Property and Improvements;
- (c) determine whether the Historical Society is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws)
- (d) post notices of non-responsibility or similar notices
- (e) inspect the progress of construction of any improvement; or
- (f) make repairs that this Agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Property

All work enumerated in this Article 18.1 must be done as promptly as reasonably possible and so as to cause as little interference to the Historical Society as reasonably possible.

ARTICLE 19 NOTICES

19.1 Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered, and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered, and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: CITY OF NATIONAL CITY
City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

With a copy to:
Housing & Economic Dev. Manager
City of National City
140 East 12th Street, Suite B
National City, CA 91950

Historical Society: National City Historical Society
Executive Director

923 A Avenue
National City, CA 91950

ARTICLE 20
NON-DISCRIMINATION

- 20.1 Non-Discrimination. The Historical Society hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition or ancestry in the use, operation, or enjoyment of the Property.

ARTICLE 21
RECORDS, ACCOUNTS, AND AUDITS

- 21.1 Historical Society' Duty to Keep Records. The Historical Society shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Agreement, keep or cause to be kept, true and complete books, records and accounts of all (a) construction undertaken pursuant to the rights conferred on the Historical Society under this Agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by the Historical Society in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.
- 21.2 CITY's Right to Audit. All the Historical Society books, accounts, and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of the Historical Society's records pertaining to (a) construction undertaken pursuant to the rights conferred on the Historical Society under this Agreement, and (b) its operations on the Property, including, without limitation, any records pertaining to the Historical Society's use of utilities on the Property. The cost of said audits shall be borne by the CITY, except that the Historical Society shall provide to the CITY, at the Historical Society's expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to the Historical Society's use of the Property.

ARTICLE 22
ADMINISTRATIVE PROVISIONS

- 22.1 Authority. The Historical Society represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing instruments, without the need for any further action, and that the person

executing this Agreement on behalf of the Historical Society is the duly designated agent of the Historical Society and is authorized to do so.

- 22.2 Captions. The captions and headings appearing in this Operating Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 22.3 CITY Approval. Except where stated in this Agreement to the contrary, the phrases “CITY approval,” and “CITY’s written approval” or such similar phrases shall mean approval of the City Manager or designee, which approval shall not be unreasonably withheld.
- 22.4 Cumulative Remedies. In the event of a default under this Agreement, each party’s remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 22.5 Entire Agreement. This Agreement, together with all addenda and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- 22.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:
- Exhibit “A”: Legal description of the Property
- 22.7 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party’s reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the CITY or the Historical Society’s operations of the Property, or any other casualties beyond the reasonable control of either party (“Force Majeure”), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.
- 22.8 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 22.9 Independent Contractor. The Historical Society acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in

furtherance of this Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.

- 22.10 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
- 22.11 Historical Society's Agreement Administration. The Historical Society confirms that the Historical Society's Agreement Administrator has been given full operational responsibility for compliance with the terms of this Agreement. The Historical Society shall provide the CITY with a written schedule of its normal hours of business operation on the Property, and the Historical Society's Agreement Administrator, or a representative designated thereby, shall be available to the CITY during the Historical Society's normal business hours, to resolve problems or answer question pertaining to this Agreement and the Historical Society's operations on the Property.
- 22.12 Modification. The provisions of this Agreement may not be modified, except by a written amendment signed by both parties.
- 22.13 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 22.14 Successors & Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. The Historical Society shall not assign this agreement to any other party unless approved in writing by the CITY.
- 22.15 Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 22.16 Waiver. No provision of this Operating Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the CITY and the Historical Society have duly executed this Agreement as of the day and year first above written.

**CITY OF NATIONAL CITY
(CITY)**

**NATIONAL CITY HISTORICAL
SOCIETY, a California non-profit
corporation
(Historical Society)**

By: _____
Ron Morrison, Mayor

By: _____
(Name)

APPROVED AS TO FORM:
Angil P. Morris-Jones

(Print)

(Title)

By: _____
Roberto M. Contreras
Deputy City Attorney

By: _____
(Name)

(Print)

(Title)



MAINTENANCE AND OPERATING AGREEMENT

by and between

CITY OF NATIONAL CITY

and

NATIONAL CITY LIVING HISTORY FARM PRESERVE

Dated as of _____, 2018

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MAINTENANCE AND OPERATING AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
NATIONAL CITY LIVING HISTORY FARM PRESERVE

This Maintenance and Operating Agreement (the “Agreement”) is entered into as of _____, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and National City Living History Farm Preserve, a California non-profit corporation (“NCLHFP”).

RECITALS

- A. WHEREAS, the CITY owns the improved real property commonly known as the “Stein Farm,” located at 1808 “F” Avenue, National City, California 91950 (the “Property”). The improvements on the Property are referred to as the “Stein Farm House” and the “Stein Farm Barn”. The Property shall also include the Victorian House that is expected to be relocated onto the Property from 1904 “F” Avenue. A legal description of the Property is attached hereto as Exhibit “A” and incorporated herein by reference.
- B. WHEREAS Article 11, Section 7 of the California Constitution empowers the City to provide for the health and welfare of its residents.
- C. WHEREAS, the CITY desires to enter into a Maintenance & Operating Agreement due to the special services to be performed under this Agreement for the CITY and to facilitate a more collaborative relationship between the CITY and the operator of the Property.
- D. WHEREAS, one of the goals of the CITY’s General Plan is to develop educational experiences capable of promoting the cultural heritage of the CITY and lifting the spirits of residents and visitors to National City.
- E. WHEREAS, the CITY desires the services of an organization to maintain and operate the Property in a manner beneficial to the public.
- F. WHEREAS, the CITY has further determined that NCLHFP is a qualified, non-profit corporation experienced in running a living history farm.
- G. WHEREAS, the CITY wishes to have NCLHFP maintain and operate the Property as an educational farm and museum for the community’s benefit, and NCLHFP is willing to operate and maintain the Property for such a purpose.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE 1 TERM OF AGREEMENT

- 1.1 Term. The term of this Agreement shall be sixty (60) months, commencing October 1 2018 (the “Commencement Date”) and expiring on October 31, 2023.
- 1.2 Option to Extend Term. If NCLHFP is not in default of any provision of this Agreement upon the expiration of the term described in Article 1.1, the City Manager or designee may extend the term for up to three (3) additional sixty (60) month periods. The initial sixty-month term, and any extension pursuant to this Article 1.2, shall collectively be referred to hereafter as the “Term.”

ARTICLE 2 THE PROPERTY

- 2.1 License for Use of Property. The CITY grants NCLHFP a revocable license to enter and operate the Property for the purpose of operating a public educational farm and museum for the benefit of National City residents and visitors. NCLHFP’s revocable license is subject to the covenants and requirements of this Agreement as of the Commencement Date.
- 2.2 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Property shall be as follows:
- 2.2.1 Ownership of Personal Property. All improvements existing on the Property (Improvements), together with all fixtures permanently attached to the Property (Fixtures), as of the Commencement Date shall remain the property of the CITY during the Term. NCLHFP shall not remove any Improvements or Fixtures from the Property and shall also not waste, destroy, or modify any Improvements or Fixtures on the Property, except as permitted by this Agreement.
- 2.2.2 Ownership of Improvements and Equipment. All improvements made to the property by NCLHFP shall become the property of the CITY.
- 2.2.3 1845 “E” Avenue. NCLHFP has received rental income from tenants living at 1845 “E” Avenue in National City (“Rental Property”) in exchange for managing the upkeep of the residence and landscaping. Such arrangement will automatically expire once the existing tenants vacate the Rental Property (“Tenant Move-Out”). If the existing tenants continue to occupy the Rental Property five years after the Commencement Date, NCLHFP shall commence all legal unlawful detainer proceedings to recover possession of the Rental Property. NCLHFP must remove any of its personal property from the Rental Property within sixty (60) days of the Tenant Move-Out, after which time the City will begin the process of selling the Rental Property. No further provision, either retroactive or prospective, will be made to NCLHFP for the loss of this rental income or the loss of managing the Rental Property’s residence and landscaping.

ARTICLE 3 PERMITTED USE

- 3.1 Purpose. The parties intend that the operation of the Property by NCLHFP will provide an opportunity for the community to experience life on a turn-of-the-century farm and provide educational experiences for the children of National City.
- 3.2 Operations Plan. NCLHFP must submit a written operations plan to the CITY that addresses all aspects of maintaining and operating the Property. This written operations plan must include, but will not be limited to, descriptions of the following:
- 1) Hours of operation;
 - 2) Proposed activities or facilities available to the public;
 - 3) The number of employees, volunteers, or long term caretakers on staff;
 - 4) Visitor safety and property security;
 - 5) Capital improvements, and barn replacement;
 - 6) Property, building, equipment and preservation of grounds;
 - 7) Sources of funding, fundraising plan;
 - 8) Community outreach;
 - 9) Parking;
 - 10) Lighting;
 - 11) Handicap accommodations;
 - 12) Facility rentals to third parties.
- 3.3 Hours of Operation. NCLHFP shall open the Property to the general public on Saturdays from 10 a.m. to 2p.m. and also for public special events scheduled in advance of the event. NCLHFP shall post, in a location visible from either East 18th Street or “F” Avenue, the Property’s hours of operation.
- 3.3.1. Barn Activities Prohibited. NCLHFP, and any third party who uses the Property, shall prohibit members of the public from entering the barn or from coming within 25 feet of the barn.
- 3.4 Service Fees. NCLHFP shall not provide any programs and services for profit. However, NCLHFP may charge user fees for classes and programs offered to school groups and the community to offset costs incurred by NCLHFP in its maintenance and operation of the Property. Any fees charged under this Article 3.4 must be approved by the City Manager or designee. The public shall pay no fee to gain access to the Property during those hours of operation listed in this Article 3.
- 3.5 Reporting by NCLHFP. NCLHFP shall provide annual reports to the CITY that identify the total number of: (a) National City residents who participated in NCLHFP events; (b) participants and volunteers who participated in NCLHFP events; (c) events and programs coordinated by NCLHFP; (d) capital projects completed; (e) operating and maintenance plans; and (f) any other relevant statistics. The information required to appear in the annual reports by this Article 3.5 will be referred to as “Statistical Information.” Each annual report will include all previous years’ worth of Statistical Information, if any.

NCLHFP will deliver the annual report to the CITY at a mutually agreeable date and time.

- 3.6 Annual Budget. NCLHFP shall provide the CITY with a proposed budget for NCLHFP's estimated maintenance and operating expenses for the Property by July 1st of each year during the Term. NCLHFP shall provide to the CITY an audited financial report and tax return, forty-five (45) days following June 30th of each year during the Term.
- 3.7 Volunteer Management. NCLHFP may utilize volunteers to operate the Property, and in providing the Projects required by this Agreement. NCLHFP is responsible for recruiting, training, and managing all volunteers on the Property. Volunteers are considered the responsibility of NCLHFP for the purpose of workers compensation or general liability.
- 3.8 Alcohol Use. NCLHFP, or third parties with permission from NCLHFP, may, hold events on the Property where alcoholic beverages are served. Alcoholic beverages shall be served subject to the following requirements:
- Alcohol will not be served during youth programming under any circumstances.
 - Alcohol will be served in limited areas of the Property, designated by NCLHFP in advance, and approved by the City Manager or designee.
 - Alcoholic beverages must be served by a licensed bartender, with a copy of the bartender's license on the Property.
 - The event host must obtain approval from the state Department of Alcoholic Beverage Control to serve alcohol.
 - The event host is responsible for all guest behavior during and following the service of alcohol.
 - "Last call" for service of alcohol shall be at least thirty (30) minutes prior to the scheduled end of the event.

When third parties (with permission from NCLHFP) serve alcoholic beverages, the following additional requirements shall apply:

- The third party shall provide the CITY proof of liability insurance acceptable to the City's Risk Manager.
- The third party shall provide two licensed security guard for every 100 guests registered to attend the event.
- NCLHFP shall reserve the authority to immediately terminate an event if NCLHFP determines, in its sole discretion, the third party has not complied with any requirement of this Article 3.8.
- NCLHFP shall provide the CITY a copy of their third party rental agreement template for approval.

- 3.9 Consideration. NCLHFP's payment of \$1.00 to the City, in addition to its performance under the remainder of this Agreement, shall serve as the sole consideration due the CITY for NCLHFP's license to use and operate the Property.
- 3.10 Compliance with Laws. NCLHFP, at its sole expense, shall procure, maintain, and hold available for the CITY's inspection any governmental license or permit required for the proper and lawful conduct of NCLHFP's operation of the Property. NCLHFP shall not use the Property for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders, or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. NCLHFP shall, at its sole expense, comply with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by NCLHFP of the Property.

3.10.1 Any programs, activities, or events that are not provided for in this Agreement may, in the CITY's sole discretion, require a Temporary Use Permit (TUP) or other permit as required by the CITY.

3.10.2 Cannabis Cultivation Prohibited. Notwithstanding any other provision in this Agreement, or in this Article 3.10, NCLHFP shall neither cultivate, nor allow the cultivation of, cannabis at the Property.

ARTICLE 4 UTILITIES

- 4.1 Utility Services. The CITY shall be responsible for maintaining reasonable utility services to the Property. NCLHFP shall provide and pay for all utilities or services necessary for its use and operation of the Property during the Term, including water, electricity, trash, and sewer charges. NCLHFP shall pay directly to the applicable utility company such charges, and the City shall have no obligation to pay for such utility services.

ARTICLE 5 REPAIRS; MAINTENANCE

- 5.1 NCLHFP's Repair and Maintenance Obligations. NCLHFP acknowledges that it has made a thorough inspection of the Property and that it accepts the Property "as-is" as of the Commencement Date. At NCLHFP's own cost and expense, NCLHFP shall repair, replace, and maintain the Property in good, tenable condition as necessary. NCLHFP shall not be obligated to repair or replace damage to the Property caused by ordinary wear and tear. NCLHFP shall maintain the Property in an accessible manner for use by individuals with disabilities and comply with federal and state law regarding accessibility, including but not limited to the Americans with Disabilities Act and California's Disabled Persons Act. Other than repair work in emergency situations not exceeding Three Thousand and no/100 Dollars (\$3,000), NCLHFP shall not perform any repair work without the CITY's prior written consent. As used in this Article 5.1,

“emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. All emergency repairs performed by the City on the Property are governed by Public Contract Code Section 22050. NCLHFP’s obligations under this Article shall apply regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, the fault or not the fault of NCLHFP, its agents, employees, volunteers, invitees, visitors, or contractors. All replacements made by the NCLHFP shall be of like size, kind, and quality to the items replaced.

- 5.2 CITY Repair and Maintenance Obligations. For any repair and maintenance work exceeding Three Thousand and no/100 Dollars (\$3,000), the CITY will consider the nature and priority of the work and available funding to determine if and when such repairs will be completed.
- 5.3 CITY Right to Inspect; CITY Not Obligated to Repair or Maintain. NCLHFP shall permit the CITY to enter the Property at all times during usual hours of operation to inspect the Property. Any entry pursuant to this Article 5.3 shall not unreasonably interfere with NCLHFP’s operation of the Property. However, nothing contained in this Article 5 shall create any duty on the part of the CITY to do any work which, under any provision of this Agreement, NCLHFP may be required to do.

ARTICLE 6 IMPROVEMENTS; ALTERATIONS

- 6.1 Alterations. NCLHFP may alter, replace, add to, change, or construct additional improvements to the Property (collectively, “Alterations”) as NCLHFP may find necessary or convenient for its operation of the Property. Any Alterations performed by NCLHFP under this Article 6.1 shall be performed: (a) at NCLHFP’s sole cost and expense; (b) with the CITY’s prior written consent; and (c) in accordance with construction plans submitted to and approved by the CITY.
- 6.2 Construction Permits and Licenses. At all times during the Term, NCLHFP shall procure, at its sole cost and expense, all permits and licenses that are necessary or required from any local governmental agency for the proposed construction of any Alterations. The CITY may, in its sole discretion, waive CITY permitting fees where applicable.
- 6.3 Proposed Plans. In its sole discretion, the CITY may require NCLHFP to do any of the following:
- Submit a complete set of proposed plans of any Alterations to the CITY;
 - Apply for and receive a permit from the Building Department to complete any Alterations;

- Within sixty (60) days of a written request, furnish the CITY with a complete set of “as-built” plans for any CITY-approved Alterations.

6.4 Prevailing Wages. NCLHFP shall comply with prevailing wage statutes for any work not performed by volunteers.

ARTICLE 7 MECHANICS’ LIENS; STOP NOTICES

- 7.1 Mechanics’ Liens; Stop Notices. NCLHFP shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics Lien Law in effect at time and place of construction, done by it, or caused to be done by it, on the Property, and for all materials furnished for or in connection with any such work. If any lien or stop notice is filed against the Property, NCLHFP shall cause the lien or stop notice to be discharged of record within one hundred eighty (180) days after it is filed. NCLHFP shall indemnify, defend, and hold the CITY harmless from any and all liability, loss, damage, costs, attorneys’ fees, and all other expenses on account of claims of lien of laborers, materialmen, or others for work performed, or materials or supplies furnished for NCLHFP or persons claiming under NCLHFP.
- 7.2 Notice of Lien or Stop Notice. Should any claim of lien or stop notice related to NCLHFP’s work of improvement of the Property be filed against the Property, or any action be filed against the Property, or any action affecting the title to the Property be commenced, the party receiving notice of such lien or stop notice or action shall immediately give the other party written notice thereof.
- 7.3 Notice of Non-Responsibility. The CITY or its representatives shall have the right to post and keep posted on the Property notices of non-responsibility or such other notices which the CITY may deem to be proper for the protection of the CITY’s interest in the Property. NCLHFP shall, before the commencement of any work which might result in any such lien or stop notice, give to the CITY written notice of its intention to do so with sufficient time to enable posting of such notices.

ARTICLE 8 TAXES

- 8.1 Definition. “Taxes” shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (a) any state, local, federal income tax, or any real or personal property tax, (b) increases in taxes attributable to NCLHFP’s operation of the Property, or (c) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Property.
- 8.2 Possessory Interest. Notwithstanding Article 2.1, NCLHFP acknowledges that this Agreement may create a possessory interest subject to property taxation and that NCLHFP may be subject to the payment of taxes levied on such interest. NCLHFP shall

pay, before delinquency, all taxes, assessments, and fees assessed or levied upon the Property.

- 8.3 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against any interest in NCLHFP's use of the Property at any time before or during the Term. NCLHFP shall pay any Taxes that accrue against any interest in NCLHFP's use of the Property. Additionally, NCLHFP shall pay any Taxes levied upon any Improvements, Fixtures, or Personal Property located on the Property to the extent such Taxes result from NCLHFP's operations or other activities held upon, or in connection with, the Property.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

- 9.1 NCLHFP Indemnity. The CITY shall not be liable for, and NCLHFP shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims resulting from, related to, or arising out of NCLHFP's improvement, operation or use of the Property, or arising either directly or indirectly from any act, error, omission, or negligence of NCLHFP or its contractors, licensees, invitees, members, agents, servants or employees; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, officials, employees, or volunteers. CITY will cooperate reasonably in the defense of any action, and NCLHFP shall employ competent counsel, reasonably acceptable to the CITY'S City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

- 9.1.1 Third Party Indemnity. NCLHFP shall not invite third party organizations onto the Property until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.
- 9.1.2 Waivers from Third Parties. NCLHFP agrees to obtain from all guests, invitees, or third party organizations whose participants visit the Property, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.
- 9.2 Insurance. NCLHFP, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third party organizations NCLHFP invites onto the Property, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

- 9.2.1 **Commercial General Liability Insurance (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location.” The Commercial General Liability required by this Article must include Sexual Misconduct Liability coverage.
- 9.2.2 **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles (“Any Auto”). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- 9.2.3 **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of NCLHFP’s employees, and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.
- 9.2.4 **Property Insurance** against all risks of loss to any improvements or betterments made by NCLHFP, or any third party with permission from NCLHFP, at full replacement cost with no coinsurance penalty provision.
- 9.2.5 The aforesaid policies shall constitute primary insurance, at least as broad as ISO CG 20 01 04 13, as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in Article 9.2.7 below, of cancellation or material change.
- 9.2.6 If required insurance coverage is provided on a “claims made” rather than “occurrence” form, NCLHFP shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.
- 9.2.7 The Certificate Holder for all policies of insurance required by this Article 9.2 shall be:

City of National City
 c/o Risk Manager
 1243 National City Boulevard
 National City, CA 91950-4397

- 9.2.8 Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.
- 9.2.9 This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If NCLHFP does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- 9.2.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Article 9.2, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 9.2.11 If NCLHFP maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by NCLHFP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

ARTICLE 10 TERMINATION

- 10.1 This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to NCLHFP. During said 60-day period, NCLHFP shall perform all services in accordance with this Agreement. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by NCLHFP in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to NCLHFP as provided for herein. The CITY further reserves the right to immediately terminate this Agreement upon: (a) the filing of a petition in bankruptcy affecting NCLHFP; (b) a reorganization of

NCLHFP for the benefit of creditors; or (c) a business reorganization, change in business name or change in business status of NCLHFP.

ARTICLE 11 HAZARDOUS MATERIALS

- 11.1 Hazardous Materials Laws-Definition. As used in this Article, the term “Hazardous Materials’ Laws” means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called “common law”) relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Property, soil and ground water conditions, or other similar substances or conditions. The following legal authority is a non-exhaustive list of the legal authority that applies to the definition of the term “Hazardous Materials Laws”:
- the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 *et seq.*)
 - the Hazardous Materials Transportation Act, as amended (49 U.S.C., Section 1801 *et seq.*), and
 - the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., Section 6901 *et seq.*)
- 11.2 Hazardous Materials - Definition. As used in this Article the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that:
- 11.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- 11.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- 11.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or;
- 11.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or the NCLHFP with respect to any third person under any Hazardous Materials Law.
- 11.3 NCLHFP Representations and Warranties. NCLHFP represents and warrants that, during the Term or any extension thereof, NCLHFP shall comply with the following provisions of this Article unless otherwise specifically approved in writing by the CITY, subject to

the terms and conditions of the NCLHFP's maintenance obligations provided elsewhere in this Agreement:

- 11.3.1 NCLHFP shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Property by NCLHFP, its agents, employees, assigns, contractors or invitees, except as required by NCLHFP's permitted use of the Property in the normal course of operations;
- 11.3.2 Any handling, transportation, storage, treatment, or usage by NCLHFP of Hazardous Materials that is to occur on the Property following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;
- 11.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Property following the Commencement Date shall be promptly and thoroughly cleaned and removed from the Property by NCLHFP at its sole expense, and any such discharge shall be promptly reported in writing to the CITY, and to any other appropriate governmental regulatory authorities;
- 11.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by NCLHFP on the Property;
- 11.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by NCLHFP on the Property without the CITY's prior written consent;
- 11.3.6 NCLHFP shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by NCLHFP to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws; and
- 11.3.7 NCLHFP shall promptly notify the CITY of any liens threatened or attached against the Property pursuant to any Hazardous Materials' Law. If such a lien is filed against the Property, then, within the earlier of (i) twenty (20) days following such filing, or (ii) before any governmental authority commences proceedings to sell the Property pursuant to the lien, NCLHFP shall either:
 - (a) pay the claim and remove the lien from the Property, or
 - (b) furnish either:
 - (1) a bond or cash deposit reasonably satisfactory to the CITY in an amount not less than the claim from which the lien arises, or;

- (2) other security satisfactory to the CITY in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

11.3.8 At the end of this Agreement, NCLHFP shall surrender the Property to the CITY free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Property.

ARTICLE 12 ASSIGNMENT; THIRD PARTY USE OF PROPERTY

- 12.1 Assignment; CITY's Consent Required. NCLHFP shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY's prior written consent shall be void.
- 12.2 Third Party Use of the Property. NCLHFP may engage third party organizations to provide special services or programming at the Property if:

12.2.1 The City Manager consents, in writing, to the third party organizations' proposed use of the Property and;

12.2.2 The third party organization obtains policies of insurance acceptable to the City's Risk Manager and Article 9.2 of this Agreement.

ARTICLE 13 DEFAULTS BY ARTS OR BY CITY; REMEDIES

- 13.1 Events of Default; Remedies. The following sub-articles shall apply if either NCLHFP or the CITY neglects, fails to perform, or fails to observe any of their respective obligations under the terms, covenants, or conditions contained in this Agreement ("Default"):

13.1.1 Thirty-Day Correction of Default. If either NCLHFP or the CITY determines that the other party is in Default, then the non-defaulting party must provide the defaulting party written notice of the Default and thirty (30) days to correct the Default.

13.1.2 Extended Correction of Default. If the defaulting party determines that more than thirty (30) days is required to correct the Default, the defaulting party must provide the other party written notice of the reasons why additional time is required to correct such Default. The defaulting party must use diligent efforts to correct a Default under this Article 13.1.2 and, in any case, must correct such Default within ninety (90) days from the date of the written notice of default.

13.1.3 Remedies for Failure to Correct Default. If the defaulting party fails to comply with Article 13.1.1. or 13.1.2, then the non-defaulting party may immediately terminate

this Agreement. The defaulting party shall be liable to the non-defaulting party for any and all damages sustained by the non-defaulting party as a result of the defaulting parties' breach.

ARTICLE 14 ABANDONMENT

- 14.1 Abandonment. NCLHFP shall not vacate or abandon the Property at any time during the Term nor permit the Property to remain unoccupied for a period of longer than five (5) consecutive days during the term of this Agreement. These provisions shall not apply if the Property is closed and operation is temporarily discontinued therein on account of strikes, lockouts, acts of nature, or similar causes beyond the reasonable control of NCLHFP. Any exceptions must be submitted in writing to the City Manager or designee for approval.

ARTICLE 15 DAMAGE OR DESTRUCTION

- 15.1 NCLHFP' Duty to Repair Casualty. NCLHFP shall, as expeditiously as reasonably possible, repair any damages to the Property caused by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"), and repair, restore, and replace any such damaged or destroyed Fixtures, Improvements or Personal Property ("Casualty Repairs"). Any Casualty Repairs made under this Article 15 are:
- (a) To be performed at NCLHFP's sole cost and expense;
 - (b) To be performed except as otherwise provided in this Article 15; and are
 - (c) Subject to all other terms and conditions of this Agreement.
- 15.2 Construction Provisions. In the event of any reconstruction of the Property, Fixtures or Improvements required of NCLHFP pursuant to this Article, NCLHFP shall repair the Property, and repair or rebuild such Fixtures and Improvements, to substantially the same condition they were in immediately preceding such Casualty.
- 15.3 No Abatement. In the event of reconstruction, replacement, or repair by NCLHFP pursuant to this Article, NCLHFP shall continue its operations on the Property during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. NCLHFP shall not be entitled to any compensation or damages from CITY for: (a) loss of use of the whole or any part of the Property; (b) NCLHFP's Personal Property; or (c) any inconvenience or annoyance occasioned by such damage, reconstruction, or replacement.
- 15.4 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (a) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (b) the damage is such that the Improvements cannot be repaired and

restored within one hundred and eighty (180) days after the Casualty, then NCLHFP shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the CITY.

ARTICLE 16 EMINENT DOMAIN

16.1 Condemnation. NCLHFP may terminate this Agreement within twenty (20) days after the date that a condemning authority (by a party other than the CITY) takes possession of the Property by delivery of written notice of such condemnation if:

- (a) If all of the Property is taken under eminent domain proceedings; or
- (b) less than all of the Property is taken under such eminent domain proceeding and the part taken substantially impairs the ability of NCLHFP to use the remainder of the Property for the purposes permitted by this Agreement.

In the absence of such written notice from a condemning authority, NCLHFP may terminate this Agreement within twenty (20) days after the condemning authority shall have taken possession.

16.2 Continuation of Operating Agreement after Condemnation. If this Agreement is not terminated by NCLHFP, it shall remain in full force and effect as to any portion of the Property remaining, and this Agreement will end as of the date possession of the part taken by the public entity as to the part of the Property that is taken.

16.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to NCLHFP for any award not provided by the condemning authority.

ARTICLE 17 SALE OR MORTGAGE BY CITY

17.1 Sale or Mortgage. The CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time, and without the consent of NCLHFP, vacate, sell, purchase, exchange, transfer, assign, lease, encumber or convey the CITY's interest in whole or in part, in the Property (collectively referred to in this Article as a "Sale"). The CITY shall provide to NCLHFP written notice of the CITY's intent to a Sale or discontinuance pursuant to this Article at least ninety (90) days prior to said proposed transfer.

17.2 Release on Sale. From and after a Sale or discontinuance of the CITY's entire interest in the Property, the CITY shall be released from all liability to NCLHFP and NCLHFP successors and assigns arising from this Agreement because of any act, occurrence, or omission of the CITY occurring after such Sale.

ARTICLE 18 CITY'S RIGHT OF ACCESS

18.1 Right of Entry. CITY, its agents, employees, and contractors may enter the Property at any time with or without notice to NCLHFP to:

- (a) respond to health and safety concerns;
- (b) inspect the Property and Improvements;
- (c) determine whether NCLHFP is complying with its obligations in this Agreement (including its obligations with respect to compliance with Hazardous Materials Laws)
- (d) post notices of non-responsibility or similar notices
- (e) inspect the progress of construction of any improvement; or
- (f) make repairs that this Agreement requires or allows CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Property

All work enumerated in this Article 18.1 must be done as promptly as reasonably possible and so as to cause as little interference to NCLHFP as reasonably possible.

ARTICLE 19 NOTICES

19.1 Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered, and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered, and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: CITY OF NATIONAL CITY
City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4397

With a copy to:
Housing & Economic Dev. Manager
City of National City
140 East 12th Street, Suite B
National City, CA 91950

NCLHFP: National City Living History Farm Preserve, Inc.
 Executive Director
 1808 "F" Avenue
 National City, CA 91950

ARTICLE 20 NON-DISCRIMINATION

- 20.1 Non-Discrimination. NCLHFP hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, sexual orientation, marital status, national origin, physical handicap, medical condition or ancestry in the use, operation, or enjoyment of the Property.

ARTICLE 21 RECORDS, ACCOUNTS, AND AUDITS

- 21.1 NCLHFP's Duty to Keep Records. NCLHFP shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Agreement, keep or cause to be kept, true and complete books, records and accounts of all (a) construction undertaken pursuant to the rights conferred on NCLHFP under this Agreement, and (b) financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. Such records shall also include the source and disposition of all trash and other waste collected and disposed of by NCLHFP in the operation of its business. Said records must be supported by source documents such as receipts, invoices, sales slips, cash register tapes, purchase invoices or other pertinent documents.
- 21.2 CITY's Right to Audit. All NCLHFP books, accounts, and records shall be kept and made available at one location within the limits of the County of San Diego. The CITY shall have the right at any reasonable time to examine and perform audits of NCLHFP's records pertaining to (a) construction undertaken pursuant to the rights conferred on NCLHFP under this Agreement, and (b) its operations on the Property, including, without limitation, any records pertaining to NCLHFPs' use of utilities on the Property. The cost of said audits shall be borne by the CITY, except that NCLHFP shall provide to the CITY, at NCLHFP's expense, necessary data to enable the CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Agreement and to NCLHFP's use of the Property.

ARTICLE 22 ADMINISTRATIVE PROVISIONS

- 22.1 Authority. NCLHFP represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing

instruments, without the need for any further action, and that the person executing this Agreement on behalf of NCLHFP is the duly designated agent of NCLHFP and is authorized to do so.

- 22.2 Captions. The captions and headings appearing in this Operating Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.
- 22.3 CITY Approval. Except where stated in this Agreement to the contrary, the phrases “CITY approval,” and “CITY’s written approval” or such similar phrases shall mean approval of the City Manager or designee, which approval shall not be unreasonably withheld.
- 22.4 Cumulative Remedies. In the event of a default under this Agreement, each party’s remedies shall be limited to those remedies set forth in this Agreement. Any such remedies are cumulative and not exclusive of any other remedies under this Agreement to which the non-defaulting party may be entitled.
- 22.5 Entire Agreement. This Agreement, together with all addenda and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- 22.6 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:
- Exhibit “A”: Legal description of the Property
- 22.7 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party’s reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, acts of terrorism, civil commotion and fire or other casualty, legal actions attacking the validity of this Agreement or the CITY or NCLHFP’s operations of the Property, or any other casualties beyond the reasonable control of either party (“Force Majeure”), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.
- 22.8 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 22.9 Independent Contractor. NCLHFP acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this

Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.

- 22.10 Interpretation. The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
- 22.11 NCLHFP's Agreement Administration. NCLHFP confirms that NCLHFP's Agreement Administrator has been given full operational responsibility for compliance with the terms of this Agreement. NCLHFP shall provide the CITY with a written schedule of its normal hours of business operation on the Property, and NCLHFP's Agreement Administrator, or a representative designated thereby, shall be available to the CITY during NCLHFP's normal business hours, to resolve problems or answer question pertaining to this Agreement and NCLHFP's operations on the Property.
- 22.12 Modification. The provisions of this Agreement may not be modified, except by a written amendment signed by both parties.
- 22.13 Partial Invalidity. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 22.14 Successors & Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. NCLHFP shall not assign this agreement to any other party unless approved in writing by the CITY.
- 22.15 Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 22.16 Waiver. No provision of this Operating Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the CITY and NCLHFP have duly executed this Agreement as of the day and year first above written.

**CITY OF NATIONAL CITY
(CITY)**

**NATIONAL CITY LIVING HISTORY
FARM PRESERVE, a California non-
profit corporation (NCLHFP)**

By: _____
Ron Morrison, Mayor

By: _____
(Name)

(Print)

APPROVED AS TO FORM:
Angil P. Morris-Jones

(Title)

By: _____
Roberto M. Contreras
Deputy City Attorney

By: _____
(Name)

(Print)

(Title)